**AGREEMENT TO INDEMNITY FOR LOST RECEIPT**

I, MR………………………………………………………….……...,

aged \_\_\_\_\_\_\_\_\_ years,

son of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby acknowledge to have received (state the article or cash which may have been received), the receipt for which I have lost and for myself, my heirs, executors and administrators, I undertake in consideration of such delivery or payment to hold \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ its agents and servants, harmless and indemnified in respect of all claims to the said goods/articles/money;

Aand

I, MR. ……………………………………….……………….………..,

aged \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ years,

son of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned, signing below the said …………………………………………………………………………………………..……., the recipient of these goods/articles or money, certify that the first signer is the bona fide owner and that I……………………..,….., the second signer stand surety and undertake the whole of the said liability equally with the recipient and for this purpose I also affix my signature hereto.   
  
Witnesses:   
  
SIGNATURE………………..   
  
Recipient. 

SIGNATURE……………………..   
…………………………. …………

**CANCELLATION OF AN AGREEMENT**

THIS AGREEMENT is made this the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_,

BETWEEN

The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company, a partnership firm duly registered under The Indian Partnership Act, 1932, with its office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called the ‘‘Principal’’) of the one part

AND

Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

aged about. \_\_\_\_\_\_\_\_\_years,

son of Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter called the ‘‘Agent’’) of the other part.

WHEREAS by an agreement, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Principal herein had granted to the Agent herein exclusive rights to exploit, advertise and sell or cause to be sold the manufactured oil products of the Principal on commission basis, AND WHEREAS for some unavoidable reasons the Agent is unable to do the work under the said agreement and is willing to be released from his obligations under the said Agreement, provided the Principal refunds the advance of Rs \_\_\_\_\_\_\_\_\_\_\_deposited by the Agent with the Principal under stamped receipt, dated \_\_\_\_\_\_\_\_\_.

NOW THESE PRESENTS WITNESS as under:

1. That in consideration of the refund of the said advance of Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in full, the parties hereby agree to mutually release and relinquish their respective rights and obligations under the Agreement, dated \_\_\_\_\_\_\_\_\_\_\_\_ entered into by the parties hereto.

2. That pursuant to the Agreement herein, the parties hereto declare and agree that the Agreement, dated \_\_\_\_\_\_\_\_\_\_\_\_, between them is hereby cancelled and rescinded and that no party shall be under any obligation thereunder.

IN WITNESS whereof, the said\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ Company, acting through its partner, Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the Agent, the said Shri\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ have hereunto signed at \_\_\_\_\_\_\_\_\_ the day and the year first above-written.   
  
Witnesses: Sd \_\_\_\_\_\_\_\_\_ Co.,

Partner.   
  
Principal.   
  
1.   
  
2.   
  
Sd \_\_\_\_\_\_\_\_\_

Agent.   
  
Note.—This is a document of release and must be stamped as such.

**AGREEMENT WITH PROPERTY DEALER FOR HOUSE**

(letter Form)

To:   
  
AA   
\_\_\_\_\_\_\_\_\_   
Subject: Sale of my House

Dear Sir,

With reference to your request to put on record the oral understanding between us, arrived at on the evening of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the presence of Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I am recording the same:

1. You will introduce to me a ready and willing purchaser for my house known as ‘‘Sharma Cottage’’ situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Address)

2. That in the event of any purchaser introduced by you buying the said property within the period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ months from the date hereof I shall pay you a commission of 5% on the money received by me from such sale.

3. That the house ‘‘RAJA VILLA’’ consists of the main two-storied building with electrical and sanitary fittings (but no furniture), outhouses, garage and an extensive compound, the entire property being in an area of about …………….. sq. ft. The property is freehold and the sale will be free of all encumbrances.   
  
4. That the sale price of the said property will be Rs …………… or any lesser amount I agree to accept and all costs of transfer to be borne by the purchaser.

5. Commission will accrue to you on the date the final payment of the sale price is made. But in order to oblige you I will make payments as follows:

(i)……….... % of the earnest money will be paid to you on the date such payment is made, as refundable advance in the event of the transaction falling through;

(ii) ………….. % of the balance on final payment.

6. I shall not be entitled to employ any other agent for procuring the sale of my said house within the said period of. ………………………………………. Months.

7. After the expiry of the said period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Months this authority shall stand cancelled.   
  
DATE:\_\_\_\_\_   
  
Yours faithfully,

Signature …………..

I confirm the above

Signature ……………………

**AGREEMENT BETWEEN MANUFACTURER AND DEALER**

This agreement is made on this................. Day of............ 2018,   
  
Between   
  
Mr……………………………………………………………....S/o………………………………………………………..…doing business at ...................................................................................................................under the name and style of …………….(hereinafter called the manufacturer which term shall include its heirs-in-interest) of the One Part   
  
 And   
  
chin&chin Co, carrying on business at.............................................................. (Hereinafter called the dealer which term shall include his heirs and assigns) of the Other Part to the following effect:   
  
  
  
1. The manufacturer shall be supplying and the dealer shall sell the whole of the seller's subsisting stock of...................................................................... and other goods as manufactured hereafter without any exception or retention thereof.   
  
2. The goods so supplied shall be sold by the dealer strictly at listed prices to retailers for which he will be entitled to a commission of................% on all listed prices exclusive/inclusive of all railway freight (as may be consented).   
  
3. If any part of goods shall remain unsold for over………... Months after supply /delivery, the dealer shall return the stock to the manufacture.   
  
4. The dealer guarantees a minimum sale valuing at Rs...Annually. If the sale falls short by 25% or more for any consecutive two years or more, this agreement may at the option of either party be cancelled.   
  
5. The manufacturer shall not, during continuance of this covenant, appoint any other wholesale dealer concerning identical or renovated products nor make nor supply nor to anyone sell any portion thereto other than the dealer.   
  
6. Subject to what is stated in paragraph 4 hereof, this covenant shall remain enforceable for five years subject to the opting of either party as laid therein and also subject to condition that the dealer shall not, during the currency of this agreement sell or encourage the sale of identical or similar products of any other manufacturer.   
  
7. Any differences and controversies concerning these presents or rights or duties of parties hereto in relation to transactions covered by this agreement or arising out of or in relation to these presents shall be referred to sole arbitrator Mr…………………………………………………………………………………………………....,for settlement whose award shall bind and final on the parties.   
  
  
  
In witness whereof the parties hereto have executed these presents on the day, month and year first above-written.   
  
  
  
IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_.   
  
Signed, sealed and delivered by ……………………………………………..the manufacturer and by………………………………………………………..………. in the presence of witness   
  
DATE:   
  
PLACE:   
  
  
  
WITNESSESS:-   
  
  
  
1………………………..  
  
  
  
2………………………..

**Loan Bond with Sureties and Lower Rate of Interest in Case Punctuality in Payment**

THIS DEED is executed on this day of at between:

1. Mr. X s/o Mr. Y r/o , hereinafter called the debtor on the first part.

2. Mr. A s/o B, r/o ., and Mr. DC s/o RA r/o ., hereinafter jointly called the sureties on the second part, and

3. Mr. C s/o D, r/o , hereinafter called the creditor on the third part.

Whereas the creditor has agreed to advance a loan of Rs.5,00,000.00 to the debtor, which is to be repayable in four years with interest at the rate of 18% per annum, provided two persons stand as surety of the debtor.

And whereas sureties above named are ready to stand as sureties of the debtor.

NOW THIS DEED WITNESSES AS UNDER:

1. That in pursuance of the said agreement the creditor has advanced a sum of Rs.5,00,000.00 (Rupees five lacs only), the receipt of which has been acknowledged by the debtor.

2. The debtor shall repay the loan in five years in half yearly installments of Rs.50,000/- with interest at the rate of 12% per annum.

3. That in case the debtor repays the installment of loan before at least 15 days of the due date, the interest shall be paid at the rate of 10% per annum.

4. That in case of failure on the part of the debtor or repay the loan and interest or its part thereof, the sureties shall be liable to repay such unpaid amount of loan and interest, for which sureties are agreed.

We the above noted parties have signed this deed on the date and place mentioned above, after fully understanding the contents of this deed in the presence of the following witnesses.

1. Name..........     Signature............... ..

Address..........  Debtor

2. Name..........    Signature

Address.............     Surety

1.

2.

3. Name...........  Signature.

Address........   Creditor

**Form for agreement between the Employer and Employees for Reference of Disputes to Arbitration**

AGREEMENT

BETWEEN

Names of the Parties;

Representing employers:

Representing workmen/workman:

It is hereby agreed between the parties to refer the following dispute to the arbitration of .............................. **[here specify the name(s) and addressees) of the arbitrator(s)]**:

                      i.         Specific matters in dispute;

                     ii.         Details of the parties to the dispute including the name and address of the establishment or undertaking involved;

                    iii.         Name of the workman in case he himself is involved in the dispute or the name of the Union, if any, representing the workmen or workman in question;

                    iv.         Total number of workmen employed in the undertaking affected;

                     v.         Estimated number of workmen affected or likely to be affected by the dispute.

We further agree that the majority decisions of the arbitrator(s) be binding on us. In case the arbitrators are equally divided in their opinion, that they shall appoint another person as umpire whose award shall be binding on us.

The arbitrator(s) shall make his (their) award within a period of............................ (here specify the period agreed upon by the parties) or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

                                                                             Signature of the parties.

                                                                             Representing employer.

                                                                             Workman/Representing

WORKMAN / WORKMEN WITNESSES;

1.

**Loan Agreement**

**LOAN AGREEMENT BETWEEN**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THIS AGREEMENT made and entered into at \_\_\_\_\_\_\_ this \_\_\_\_ day of\_\_\_\_\_\_\_, \_\_\_\_\_\_

BETWEEN

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter called "the Lender" AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called "the Borrower" and reference to the parties hereto shall mean and include their respective heirs, executors, administrators and assigns;

WHEREAS the Borrower is in need of funds and hence has approached the Lender to grant her an interest-free loan of Rs.\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) for a period of \_\_\_\_ years;

AND WHEREAS the Lender has agreed to grant a loan to the Borrower, free of interest, as the Lender and the Borrower have known each other since several years;

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of this loan in writing;

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as under:-

1. The Borrower hereto, being in need of money, has requested the Lender to give her an interest-free loan of Rs.\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) to enable her to purchase a residential flat, to which the Lender has agreed.

2. The said loan is required by the Borrower for a period of \_\_\_\_ years, commencing from \_\_/\_\_/1999 and terminating on \_\_/\_\_/\_\_\_\_\_.

3. The Borrower hereby agrees and undertakes to return the loan of Rs.\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only), in installments, within the aforesaid period of \_\_\_\_ years and gives her personal guarantee for the same.

4. The terms and conditions of this Agreement are arrived at by the mutual consent of the parties hereto.

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

SIGNED AND DELIVERED by the within-

Named Lender in the presence of

SIGNED AND DELIVERED by the within-

Named Borrower in the presence of

**AGREEMENT TO SUPPLY GOODS AS PER SAMPLE**

THIS AGREEMENT is made this \_\_\_\_\_\_\_\_\_\_\_\_ day of May in the year 20 \_\_\_\_\_,

BETWEEN

AA., aged about \_\_\_\_\_\_\_\_\_\_\_\_. years,

son of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter called ‘‘the Seller’’) of the one part AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cotton Mills Ltd., a company incorporated under the Indian Companies Act, 1956, with its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called ‘‘the Purchasers’’) of the other part, AND WITNESSETH as under:   
  
1. That the Seller shall supply to the Purchaser 100 quintals of pure white cotton of the variety known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ according to the sample sealed by the parties and kept with the parties for reference in future in case of need.

2. That the total quantity of cotton shall be supplied within two months from the date hereof.   
  
3. That the Purchaser shall pay for each instalment of cotton received, its full price within one week of receipt, after the same has been received by and checked for quality by Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Purchaser Mills. In case the said Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called ‘‘the Arbitrator’’) after checking the cotton rejects it as below standard or not of the variety contracted, then no price shall be paid by the Purchasers, whether the same has been forthwith removed by the Seller from the custody of the said Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or not. In case the cotton after rejection is not removed within …… days after having been rejected, the Mills shall have the option to auction it at the risk and cost of the Seller without any reference to the Seller and shall deduct the cost of the auction and storage charges at Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per quintal per day and make available the balance of the sale price to the Seller.

4. That the parties hereto shall accept the decision of the said Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Purchaser Mills in regard to the quality and standard of the cotton as final and binding.   
  
5. That the period of …. months fixed for the supply of the entire quantity (not including any quantity rejected) shall be considered as of the essence of the contract and if the Seller fails to adhere to this condition, the Purchasers shall have the right to repudiate the contract and purchase the quantity not supplied from any person, party or firm at such price as may then be ruling and claim from the Seller the expenses and loss incurred or suffered by the Purchasers in so buying.   
  
IN WITNESS whereof the above-named parties have respectively set their hands, Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ himself acting for the Seller and Shri \_\_\_\_\_\_\_\_\_\_\_\_, the Manager Director acting for the Purchaser and sealing the contract with the seal of the Company the day and the year first above-written.   
  
Sd. \_\_\_\_\_\_\_\_\_\_\_\_

Seller. 

Witnesses:   
  
SIGNATURE. \_\_\_\_\_\_\_\_\_\_\_\_

The.\_\_\_\_\_\_.Cotton Mills Ltd.,

1. M.D  
  
2. Seal of Purchaser.

**Agreement for Appointment of a Broker for Selling a House**

This Agreement made at ......... on this ................. day of ......................, 2000,

between

A S/o. B resident of ..................

hereinafter called "the owner" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, legal representatives, executors and administrators) of the ONE PART

and

C S/o D resident of ........................... hereinafter called "the broker" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, legal representatives, executors and administrators) of the OTHER PART.

Where as the owner is the absolute owner of the property described in the Schedule hereunder written and he wants to sell the same and for that purpose he requires the services of a broker.

and Whereas the broker, who is a reputed broker dealing in real estate in the area has shown his willingness to sell the said property.

and Whereas the owner has agreed to appoint the broker for the sale of his property described in the Schedule hereto on the terms and conditions as hereinafter appearing.

Now this Agreement Witnesses as Under:

The owner authorises the broker to sell the property for a consideration of Rs.................. out of which the purchaser shall pay Rs ...................... in advance as earnest money and the balance of Rs ...................... shall be paid within a period of three months at the time of registration of the conveyance deed.

2. The owner hereby represents and warrants that the details of the property as described in the Schedule hereunder written are true and the title of the owner to the said property is clear, marketable and free from encumbrances.

3. The owner hereby undertakes that after the receipt of earnest money from the purchaser, he shall deliver the abstract of title showing that he is the owner of the property and the property is free from mortgage, lien, charge or any encumbrance.

4. The owner hereby agrees that on receipt of entire consideration in respect of the property, he shall execute conveyance deed in favour of the purchaser.

5. The broker hereby agrees that he shall be able to sell the property within a period of one month from the date of these presents.

6. The owner shall pay to the broker the commission at the rate of 2% of the consideration, which shall be payable at the time of execution of the conveyance deed of the property.

In the Witness Where of the parties have hereunto set their hands, the day, month and year first above written.

Schedule of the above property

Signed and delivered by A s/o B, the within named owner

Signed and delivered by C s/o D, the within named broker

WITNESSES;

1.

2.

**Agreement between Builder and a Broker for Selling the Flats to be constructed**

THIS AGREEMENT

made at .................. on this ............... day of ....................., 2000,

between ABC Construction Co. Ltd.,

a company incorporated under the Companies Act, 1956 and having its registered office at     .......................

hereinafter called 'the Builder"

(which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART;

and

Shri XYZ son of Late Shri............................

resident of ........................

hereinafter called "the Broker" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, legal representatives, executors and administrators) of the

Other Part

Where as The builder is constructing residential flats at ................. more particularly described in the Schedule hereunder written; and wants to sell those flats and for the said purpose the services of the brokers are required.and Whereas the broker has approached the builder and expressed his consent to act as broker for the sale of the flats on the terms and conditions mutually agreed upon.

Now This Agreement Witnesses As Follows:

1.              The builder appoints the broker for selling the flats being constructed by him, more particularly described in the Schedule hereunder written at the price and on the terms and conditions laid down in Annexure 1 to this agreement

2.              The broker will be entitled to the commission at the rate of 5 per cent on the cost of the flats booked by him.

3.              The builder hereby represents and warrants that he is having clear and marketable title to the flats, free from any encumbrance, charge, lien, mortgage or attachment. The builder also represents and warrants that the material used in the flats is of best quality.

4.              The builder hereby gives the period of six- months hereof for the sale of the flats described in the Schedule hereunder written and he shall not be authorised to sell the flats after the period of six months.

In Witness Where of the parties have set their respective hands to these presents on the date, month and year hereinabove written.

Schedule

Annexure 1

Signed and delivered by ABC Construction Co. Ltd. through the hands of Shri..............................

Managing Director

Signed and delivered by XYZ

WITNESSES;

1.

2.

**Agreement for Compromise between the Employer and Workman for Payment of Compensation Under Workmen's Compensation Act**

THIS AGREEMENT is made at \_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2000,

between

A B Co. Ltd.,

a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter called "the Employer" (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the ONE PART

and

Mr. X S/o \_\_\_\_\_\_\_\_\_,

R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter called "the workman" (which expression shall unless repugnant to the context or meaning thereof, include his heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS the workman was employed by the employer in its factory in the capacity of \_\_\_\_\_\_\_\_\_\_\_ and on \_\_\_\_\_\_\_\_ he was injured by an accident arising out of and in the course of his employment, in respect of which he claims that the employer is liable to pay him compensation under the Workmen's Compensation Act.

WHEREAS in order to avoid litigation in respect of the said claim, the parties hereto are desirous that the liability of the employer (if any), shall be satisfied by the compensation herein agreed to be made.

NOW THIS DEED WITNESSETH THAT IT IS HEREBY AGREED AS FOLLOWS:

1.      The employer shall pay the workman the sum of Rs. \_\_\_\_\_\_\_\_\_\_ as compensation for such injury as aforesaid on \_\_\_\_\_\_\_\_\_\_.

2.      The employer shall also pay the workman the sum of Rs. \_\_\_\_\_\_\_\_\_in respect of the costs of his medical attendance and other expenses.

The workman shall accept the before mentioned payments in full discharge of all liability of the employer to pay compensation under the Workmen's Compensation Act or any law for the time being in force and doth hereby release the employer from any and all liability in respect of the injury caused to the workman and from any and all liability for any damages, which may result to the said workman in future on account of the said injury.

IN WITNESS WHEREOF, the employer hereto has set its hands and seal and the workman has set his hands hereunto and to a duplicate hereof, the day and the year first hereinabove written.

The common seal of ABC Co. Ltd. has been hereunto affixed pursuant to the Resolution of its Board of Directors dated the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 200-\_\_, in the presence of Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Directors who have signed in token thereof.

Signed and delivered by A, the with in named workman

WITNESSES;

1. Name & Signature

2. Name & Signature

**Loan bond with surety and hypothecation of property**

This Loan Bond is executed on this..........day of............at....................... Between:

1. Mr. X s/o......r/o.....................,Hereinafter called the debtor on the First Part.

2. Mr. Y s/o......r/o.....................,Hereinafter called the surety on the second part, and

3. Mr. Z s/o.......r/o....................,Hereinafter called the creditor on the third part.

Whereas the debtor has applied for a loan of Rs.........which shall be re-payable in installments as specified hereunder with interest at the rate of 18% per annum.

And whereas the surety has agreed to give security for the above loan and the creditor has agreed to advance the loan on such security.

NOW THIS BOND WITNESSES AS UNDER:

1. That in pursuance of the said agreement the creditor has advanced a sum of Rs.......to the debtor. The debtor and surety have jointly and severally agree with the creditor as under:-

2. That the debtor and the surety are jointly and severally responsible for repayment of the above amount in four equal installments with interest on half yearly basis as under:-

INSTLAMENTS DUE DTEA PRINCIPAL AMOUNT INTEREST

1st installment................................................

2nd installment................................................

3rd installment................................................

4th installment................................................

3. That in case of failure to pay any installment or part thereof with interest, the debtor amount along with interest shall become payable at once and the debtor and the surety shall be jointly and severally liable to pay the same.

4. That for the consideration aforesaid and in further pursuance of the aforesaid agreement the debtor and the surety grant and transfer by way of simple mortgage to the creditor. All that property described in the shall remain and be charged by way of simple mortgage as security for the payment to the creditor of the said principal amount along with interest in accordance with the covenants herein contained.

5. The debtor and the surety hereby declare that the said property is free form all encumbrances.

6. That it is hereby agreed and declared that in cases of failure of the part of debtor to pay the installment in time, the creditor shall be entitled to dispose the mortgage property in part or full to recover the principal amount and interest.

We the above noted parties have signed this deed on the date and place mentioned above, after fully understanding the contents of this deed in the presence of the following witnesses:

Witnesses:

1. Name                                                               Signature..............

    Address                                                            Debtor

2. Name                                                              Signature..................

    Address                                                           Surety

3. Name                                                             Signature................

    Address                                                         Creditor

**Agreement for Sale of Ready Goods**

THIS AGREEMENT is made at … this …. day ……. of Between Mr. A residing at … hereinafter referred to as the ‘Seller’ of the One Part and Mr. B residing at … hereinafter referred to as ‘the Buyer of the Other Part.

1. The Seller agrees to sell and the Buyer agrees to buy from the Seller one hundred bags of.,.. (hereinafter referred to as the ‘said goods’) at the price of Rs… per bag.

2. The goods agreed to be sold are at present lying An the godown of the Seller and the Buyer has examined the same and they have been marked for identification…

Advertisement

3. The said goods will be despatched by the Seller to the Buyer at… by railway from … to … station and the Buyer will take delivery of the said goods from the Railway against payment of @he price as hereinafter mentioned.

4. On the said goods being delivered over to the Railway at the said … station the Seller will send the Railway receipt duly endorsed as well as a bill of exchange drawn on the Buyer in favour of the Seller’s banker at the town of… where the goods are to be delivered to the Buyer by the Railway and the same will be handed over by the said Bank to the Buyer endorsed in his name against the Buyer paying the price of the said goods, without any deduction.

5. Since the time the goods are delivered to the Railway at the place of despatch, they will be at the risk of the Buyer provided that. the Seller reserves his right, in the event of the Buyer failing to pay the price and to take delivery as aforesaid, to take possession of the goods and to sell the same by auction at the Buyer’s risk. In the event of the net sale price failing short of the agreed price the Buyer will be liable to pay the difference to the Seller as damages. However, In the event of the price fetched being more than the agreed price, the Seller alone will be entitled to that difference.

6. In the event of the said goods being lost or destroyed in course of transit the Buyer will be liable to the Seller to pay the said agreed price with Interest thereon at the rate of Rs… percent from date of despatch till payment.

7. The Seller shall insure the said goods for the period of transit against the risk of loss or destruction In the name of the Buyer and in the event of loss or destruction, the Buyer will be entitled to the insurance claim subject to the lien of the Seller for the sale price as aforesaid and the Buyer will be liable to accept and pay the bill of exchange drawn on him for the price.

8. If the Seller fails to despatch the goods as aforesaid within eight days from the date hereof, this contract shall be deemed to be terminated and he will be liable to the Buyer for the difference between the agreed price and the market price at the last date of the despatch period and a sum of Rs… as liquidated damages.

9. In the event of any dispute arising out of this contract Including any claim by one against the other the same will he referred to arbitration according to the rules and bye-laws of the … Association.

Sd/- Seller . Sd/- – Buyer.

**TENANCY AGREEMENT FOR RESIDENTIAL HOUSE**

This agreement made this the ….th day of …..20….,

Between   
  
pm, son of, kk residing ……………………………………………………, kanpur after it called the landlord of the One Part  
  
And   
  
BR, son of GM, residing …………………………………..………… hereinafter called the tenant of the Other Part witnesseth as follows;

1. That the landlord shall lease and the tenant shall take on basis monthly tenancy all that double-storeyed building being premises No. ………………………….with bath, privies, garage, kitchen, store, compound, out-houses and all fixtures and fittings with electricity and water connection on terms/conditions hereunder contained.

2. That the tenant deposit with the landlord a sum of Rs. ………… as security deposit/caution money and pay a sum of Rs. ………. only, rent per month which will enhance in progress by ….% every …….. years in advance on the 5th of every current month without any latches or default and it is hereby recorded that the tenant has this day paid to the landlord the security money and also a further sum of Rs…….. as rent for the month of …….. 20… which the landlord doth hereby admit, acknowledge and confirm,   
  
3. That it is further consented, declared and agreed by and between the parties that the house will be used and occupied on the following conditions:   
  
(a) The landlord shall keep the house in air and watertight condition, whitewash all walls once with in …… years and paint all wood work once in ….years.   
  
(b) Save and except as aforesaid, the tenant shall otherwise maintain and preserve the property in good order and condition, protect the same against white ants and moth, substitute all broken fixtures and fittings by replacements of equally good quality.   
  
(c) All taxes (both owner's and occupier's share) substituting at presently shall be paid by the landlord, but all enhanced or additional taxes, if and when burdened and other charges, if any as leviable by municipality, shall be borne and paid by the tenant without any right of reimbursement against the landlord.   
  
(d) That tenant shall not do any alteration to the property unless expressly approved in writing by the landlord and in any eventuality such alteration, if allowed, shall be made by tenant at his own costs, expense and such terms/conditions as may be burdened by the landlord. Such additions/alterations shall in all cases be the property of landlord and tenant shall have no right to claim anything from the landlord or to any indemnification on that account.   
  
(e) The tenant shall use the property only for the residential purpose with the members of his family and shall not sublet the whole or any part thereof, not change the tenancy, keep any paying guests nor share accommodation nor carry on any business or trade nor store any combustible or inflammable goods excepting ………………………………, etc., in minimum quantities needed for domestic consumption.   
  
(f) If the tenant neglects or does not pay the rent as stated before or otherwise contravenes the agreements, conditions and stipulations hereunder imposed or is adjudged an insolvent, it shall be legal for the landlord to terminate the tenancy hereunder created and take all steps to recover possession notwithstanding waiving of any condition of this agreement.

(g) The tenant had inspected the property and is fully convinced about its internal arrangement and condition and has after it voluntarily and freely consented to the terms of tenancy hereunder laid and shall not after it be aggrieved on any account whatsoever.

4. Expect as aforesaid, the rights and duties between the parties shall be ruled by the law concerning statutory tenancy enforceable for the time being.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_.   
  
DATE:   
  
PLACE:   
  
WITNESSESS:-  
  
1……………….   
  
2. ……………………..

**Separation Agreement between Husband and Wife**

THIS AGREEMENT made at.......... on this .......... day of ...............2000,

Between

A, son of B,

resident of ..........

. (hereinafter called "the husband") of the ONE PART

and

Smt. X his wife

(hereinafter called "the wife") of the OTHER PART.

WHEREAS the husband and wife are living separately due to differences and disputes having arisen between them; and

AND WHEREAS they want to live separate, apart from each other and intend to live separate at all times hereafter unless there is any reconciliation.

Now this Agreement Witnesseth That:

The parties shall live separately and apart from each other and no party shall have any right, authority over the other or shall institute any legal proceeding for restitution of conjugal rights or otherwise.

2. The husband shall during the life time of the wife pay to her a sum of Rs............ p.m. for her maintenance and the maintenance of the children. However, if the wife does not lead a chaste life, the husband shall be entitled to stop the payment of maintenance allowance after giving her notice.

3. The wife shall be entitled to the custody and guardianship of the children of the marriage, namely C and D now aged ........ years and .......... years, respectively. The wife shall maintain and educate the said children until they shall respectively attain the age of majority. The husband shall not be liable for any claim or demands of the children and the wife shall keep the husband indemnified from and against all claims and demands in respect of such children.

4. The wife shall pay for and discharge all liabilities or debts incurred by her after the date of these presents, whether for maintenance, support or otherwise and the husband shall not be liable for the same. The wife indemnify and keep indemnified the husband against all claims, actions and demands on that account and if the husband has to pay any sum on account of the liabilities of debts incurred by the wife, he is entitled to deduct the same from the amount payable to the wife under this agreement.

5. The wife may remove all her wearing apparel, jewelry and other personal effects, etc. belonging to her from the husband's place and retain the said goods as her separate properly.

6. The husband may have the access to the children at every Sunday between 7.00 A.M. to 9.00 P.M. He may have the sole society of the children in the said timings on the said day.

7. Notwithstanding anything contained in this agreement, it is expressly agreed that if at any time hereafter, the parties live together as husband and wife with mutual consent, then in that case, the said sum payable to the wife-under this agreement shall no longer be payable and the agreements hereinabove contained shall become void.

8. This agreement shall be revoked by the death of either the husband or wife.

9. This agreement shall be executed in duplicate. The original shall be retained by the husband and duplicate by the wife.

In Witness Where of, the parties have set their respective hands to these presents and a duplicate hereof on the day and year first hereinabove written.

Signed and delivered by the within named husband A.

Signed and delivered by the within named wife Smt. X

WITNESSES;

1.

2.

**LOAN AGREEMENT WITH BANK**

This agreement is made the...........day of...........in the year..........

between the........................................ Bank Ltd., a banking company with its registered office ..................................................................... at ..................................................... (hereinafter called the bank) of the one part

And

Mr……………………………………………............................

son of....................................................................

residing at............................................................ and doing business under the name and style of ........................ at ........................ hereinafter called the borrower of the other part.   
  
Whereas the bank through its branch at………………………....................... has at the request of the borrower consented to grant him financial adjustment against his said trade and for that purpose to allow him overdraft facilities through a cash credit account in the name of …………………............... up to the maximum limit of Rs………………...............

Now it is hereby consented by and between the parties as follows:

1. The bank shall adjust the borrower from time to time against his said business by overdraft as and when needed by the borrower up to a maximum limit of Rupees ………………....... only including all interest and other charges, but nevertheless the liability of borrower shall not be recessed to above maximum amount, if borrowings including interest and other costs, charges and expenditures exceed the aforesaid consented limit.

2. The borrower shall pay interest on the said loan or advance at the rate of......... percent.......... on daily balance of said account which shall be debited in his said account on last working day of each English month and forming part of principal and carrying feature interest at said rate. If above stated limit is not availed of by borrower for any reason whatsoever there remains a credit balance favouring the borrower, the borrower shall however remain liable for paying interest at the specified rate on Rs..................   
  
3. That account in books of bank shall be final against borrower of the amount or amounts of the bank. In addition to fix interest the borrower shall paying to the bank the following other charges also:   
  
  
(i) usual incidental charges every …… months;

(ii) usual commissions on other services, i.e. out station cheques, drafts, etc. with other usual; and   
  
(iii) Customary charges.

4. The Property situated at …………………………………….. bearing number……………………………….. is hereby mortgaged with bank for the purpose of security against this loan. The whole loan is also to be grunted by the borrowed in its person capacity.

5. This agreement shall be enforceable for a period of one years from date hereof, unless otherwise increased or terminated by the bank. The borrower has to apply for renewal one months advanced before the termination of this agreement .

6. On expiry of period stated in Para 5 above or at any moment later or earlier, the borrower shall pay or cause to be paid to bank per demand the balance then outstanding as owing to the bank per said cash credit account (including of interest and all other charges and expenses) as appearing from the books of the bank which the borrower has agreed to accept as sufficient and conclusive evidence as against him of the amount due from him and in the event of the said demand being neglected and/or not complied with, the bank shall realise the amount or amounts due through civil process along with all expenses and charges actually incurred.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_.   
  
DATE:   
  
PLACE:   
  
WITNESSESS:-   
  
1. BORROWER

2. BANK MANAGER

**Agreement for Construction of Building between the Owners and The Contractors on Turnkey Basis**

This Agreement made at ................ on this .................. day of .......... 2000,

between

A S/o B resident of .............................

(hereinafter referred to as "the Employer", which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, legal representatives, executors and administrators) of the ONE PART

and

XYZ Co. Ltd.,

a company incorporated under the Companies Act, 1956 and having its registered office at ......................................

(hereinafter referred to as "the Contractors" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the Other Part.

Whereas the employer is desirous of constructing XYZ Bungalow and its vacant land bearing Final Plot No. ............... Survey No. ............... Khasra No. ............ situate, lying and being at .................. Tehsil and District ................... (hereinafter referred to as "the said property") and the contractors have offered to construct the same on a 'turnkey basis' and also to prepare the site layout plans, preliminary sketch designs, architectural drawings, structural drawings, service drawings and all other detailed plans and drawings as may be necessary for the proper construction and completion of the said works and also obtain necessary permissions from the Municipal Corporation ........... and other local authorities for executing and completing the said works as hereinafter specified upon and subject to the terms and conditions set forth herein and the conditions set forth in the special conditions hereto annexed and marked as Annexure 1 (all of which are collectively hereinafter referred to as "the said works") at the rate of Rs. .......... per sq. ft. of the built up area of the buildings (hereinafter referred to as "the said contract amount").

and Where as The employer has agreed to appoint the contractors for the said works; and

and Where as the contractors have requested the employer to execute these presents which he has agreed to do so.

Now This Agreement Witnesseth as Follows:

In consideration of the said contract amount to be paid at the times and in the manner set forth in the Schedule of Payments hereto annexed, the contractors shall on and subject to the said conditions, execute and complete the said works more particularly described in Schedule 1 annexed hereto and shown on the said drawings, strictly in accordance with the general specifications annexed hereto and marked as Annexure III.

2. The employer shall pay the contractors the said contract amount or such other sum as shall become payable at the times and in the manner specified in Annexure II.

3. For the purposes of this contract, "built up area" means the total a covered area of the building at floor level out-to-out measurement of wall surface (architectural projection excepted) and shall be inclusive of staircase and balconies.

4. The contractors shall prepare layout plans and general building plans in consultation with the employer and get the same approved by the Municipal Corporation of ......................

5. It is hereby agreed that the contract amount shall be inclusive of-

a.      Preparation of the layout plans, general building plans, detailed architectural drawings, sketches, structural drawings and designs for execution.

b.     Technical supervision of the works.

c.      Obtaining of permission and approvals from all the authorities for the construction, supply of power, water, drainage and other services for the said works.

d.     Cost of all materials for construction.

e.      Wages of labour, technical supervisors, all other workers and staff required for execution of the said works in accordance with the general specifications in Annexure Ill.

f.      Cost of all electrical, sanitary, and plumbing fittings.

g.     Cost of all other items as mentioned in special conditions in Annexure I hereto.

1.

2.

**Deed of Hypothecation - Machinery**

THIS DEED OF HYPOTHECATION executed at \_\_\_\_\_\_\_\_

on this the \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_

between

Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, son of\_\_\_\_\_\_\_\_\_\_\_\_\_,

aged about \_\_\_\_\_\_\_\_\_\_\_ years,

residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

hereinafter called the CREDITOR (which expression shall, unless it is repugnant to the context mean and include his legal representatives, executors, administrators, and assigns)

And

Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, son of\_\_\_\_\_\_\_\_\_\_\_\_\_, aged about \_\_\_\_\_\_\_\_\_\_\_ years, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the BORROWER (which expression shall, unless it is repugnant to the context mean and include his legal representatives, executors, administrators and assigns);

WHEREAS

The BORROWER has placed an order for the purchase of, a \_\_\_\_\_\_\_\_\_\_\_, namely\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, {valued at Rs.\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_), (Details of the same are set out in the schedule 'A' hereunder) (hereinafter referred to as the asset), with the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, namely \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its office at \_\_\_\_\_\_\_\_\_\_, and has remitted an amount of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_only}, with the said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as advance towards the sale consideration.

The BORROWER has approached the CREDITOR for a loan of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_only), for the payment of the balance price of the schedule 'A' mentioned asset. The CREDITOR and BORROWER have agreed that the CREDITOR shall finance the purchase of the schedule 'A' mentioned asset, on the condition that the BORROWER hypothecates the schedule mentioned asset with the CREDITOR as security for the due repayment of the said loan. The parties have agreed to reduce their agreement to writing

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL OBLIGATIONS AND UNDERTAKINGS CONTAINED HEREIN THIS AGREEMENT WITNESSETH AS FOLLOWS:

Payment by the CREDITOR

The CREDITOR shall pay to the said manufacturer, on behalf of the BORROWER, a sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_/-, (Rupees \_\_\_\_\_\_\_), towards the balance price of the said asset and shall retain possession of the original invoice of the said asset till the debt is fully discharged by the BORROWER.

Hypothecation

The BORROWER hereby hypothecates and creates a charge on the asset more fully described in the schedule 'A' hereunder to and in favour of the CREDITOR as security for the repayment of the loan with interest.

Obligations of the BORROWER

The BORROWER hereby undertakes to repay the loan amount within a period of \_\_\_\_\_\_ months commencing from\_\_\_\_\_\_\_\_ along with interest. The BORROWER shall pay interest at the rate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the principal per month, at Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_/-, (Rupees \_\_\_\_\_\_\_\_\_\_\_\_only). The Interest and principal are payable in monthly installments as per schedule-B hereto.

Rights of the CREDITOR

If the BORROWER defaults in payment of the amount as per schedule-B hereto then such defaulted installment will carry interest as if the defaulted installment is the principal, until it is paid. If the BORROWER fails to pay any \_\_\_\_\_\_ installments then the CREDITOR shall be entitled to claim the principal and interest amount due, and the same shall become payable forthwith, on the CREDITOR calling upon the BORROWER to make payment of such defaulted principal amount.

The BORROWER shall not remove or take the said asset, outside the State without prior intimation to the CREDITOR.

The BORROWER agrees and undertakes to insure the asset against all hazards, and shall produce the relevant receipts, and other documents, whenever called upon by the CREDITOR so to do.

Any dispute arising under this Deed or any matter incidental thereto, shall be submitted to arbitration as per the provisions of the Arbitration and Conciliation Act 1996 and the venue of the arbitration shall be at Chennai

IN WITNESS WHEREOF the parties hereto affixed their signatures on the day month and year mentioned hereinabove

SCHEDULE 'A'

(Describe the Asset)

SCHEDULE-B

(Describe the payment schedule)

CREDITOR

BORROWER

WITNESSES

1.

2.

**AGREEMENT WITH AN AUCTIONEER**

(LETTER FORM)   
  
To:   
  
PM.,   
  
Auctioneer   
  
Dear Sir,

I, the undersigned, hereby authorize you to sell by auction with or without special conditions, as you may consider most advantageous, and for the best price not being less than Rupees 100000/\_\_\_\_\_\_\_ (RsONE Lakh in Words) only, my dwelling-house built on freehold land and situated at (Address and brief description ,size etc).

In consideration of your procuring a customer and completing the sale of the said property, I authorise you to deduct from the sale price by way of your remuneration or commission ..% thereof, which amount shall cover your own charges for conducting the sale and all expenses and cost of the auction or sale. Should you fail to complete the sale of the said property within the time herein allowed, or such extended time as I may grant you in writing, you shall be entitled to no remuneration, commission or expenses.   
  
I undertake that I shall concur and execute and confirm the sale made by you and do all such acts, deeds and things as may be requisite and proper for performing and completing the same and effectually conveying in full and absolute ownership, the said property to the purchaser on receipt of the sale price together with the expenses of transfer, but less your commission of ………...%.   
  
And I also undertake not to repudiate or revoke this authority, which is being given for a period of ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, months from the date hereof and after such period the said authority shall be deemed revoked whether any letter of revocation is written or not.   
  
I further assure you that the said property is neither encumbered nor charged with the payment of any loan, debt or tax, except such taxes as are usual and all taxes have been paid up to date and shall be paid till the date of sale.

I am also enclosing Title deed and other documents\_\_\_\_\_\_\_\_\_\_\_ with this latter   
  
DATE: \_\_\_\_\_

Yours faithfully,

Signature ……………

I confirm the above

Signature  ……………………

**Agreement for Sale of a House**

THIS AGREEMENT of sale made at ……………… on this ………….. day of ………………. 2000, between A son of ………………… resident of ……………… hereinafter called the vendor of the ONE PART and B son of …………………………. resident of ………………………… hereinafter called the purchaser of the OTHER PART.

WHEREAS the vendor is absolutely seized and possessed of or well and sufficiently entitled to the house more fully described in the Schedule hereunder:

AND WHEREAS the vendor has agreed to sell his house to the purchaser on the terms and conditions hereafter set-forth.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

(1) The vendor will sell and the purchaser will purchase that entire house No………………….. Road …………………. more particularly described in the Schedule hereunder written at a price of Rs. …………….. free from all encumbrances.

(2) The purchaser has paid a sum of Rs. …………….. as earnest money on ……………………. (the receipt of which sum, the vendor hereby acknowledges) and the balance amount of consideration will be paid at the time of execution of conveyance deed.

(3) The sale shall be completed within a period of……… months from this date and it is hereby agreed that time is the essence of the contract.

(4) The vendor shall submit the title deeds of the house in his possession or power to the purchaser’s advocate within one week from the date of this agreement for investigation of title and the purchaser will intimate about his advocate’s report within ……………. days after delivery of title deeds to his advocate.

(5) If the purchaser’s Advocate gives the report that the vendor’s title is not clear, the vendor shall refund the earnest money, without interest to the purchaser within …………….. days from the date of intimation about the advocate’s report by the purchasers. If the vendor does not refund the earnest money within ………………. days from the date of intimation about the advocate’s report, the vendor will be liable to pay interest @ ……………. p.m. upto the date of repayment of earnest money.

(6) The vendor declares that the sale of the house will be without encumbrances.

(7) The vendor will hand over the vacant possession of the house on the execution and registration of conveyance deed.

(8) If the purchaser commits breach of the agreement, the vendor shall be entitled to forfeit the earnest money paid by the purchaser to the vendor and the vendor will be at liberty to resell the property to any person.

(9) It the vendor commits breach of the agreement, he shall be liable to refund earnest money, received by him and a sum of Rs. …………….. by way of liquidated damages.

(10) The vendor shall execute the conveyance deed in favour of the purchaser or his nominee as the purchaser may require, on receipt of

the balance consideration.

(11) The vendor shall at his own costs obtain clearance certificate under section 230A, Income tax Act, 1961 and other permissions required for the completion of the sale.

(12) The expenses for, preparation of the conveyance deed, cost of stamp, registration charges and all other cut of pocket expenses shall be borne by the purchaser.

Schedule above referred to

IN WITNESS WHEREOF the parties have set their hands to this Agreement on the day and year first here in above written.

Signed and delivered by Shri A…………..

the within named vendor

Signed and delivered by Shri B ………..

The within named purchaser

WITNESSES;

1.

2

**AGREEMENT BETWEEN FIRM AND**

**TRAVELING SALES AGENT**

THIS AGREEMENT is made this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ , 2018 \_\_\_\_\_\_\_ .   
  
BETWEEN   
  
SAMI, a partnership firm duly registered under the Indian Partnership Act, acting through Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ one of the partners of the said firm and having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Address), (hereinafter called the ‘‘Firm’’) of the first part AND Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , aged about \_\_\_\_\_\_ years, son of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , (hereinafter called the ‘‘Sales Agent’’) of the other part;  
  
  
  
WHEREAS, the ‘‘Firm’’ is desirous of appointing traveling agents for the canvassing of their Software Products within the territory of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ And the said Sales Agent is willing to undertake the said work.   
  
  
  
Now, Therefore, This Agreement Witnesses that in consideration of a sum of Rs. \_\_\_\_\_\_\_\_\_ p.m. payable by the firm to the said Agent, the Agent hereby undertakes to serve the said Firm as its Traveling Sales Agent within the territory of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the conditions hereinafter appearing:   
  
1. That the Firm shall remit to the Agent a sum of Rs \_\_\_\_\_\_\_\_ every month by way of salary wherever the said Sales Agent may be or, at any place specified by the said Agent in this behalf.   
  
2. That the Sales Agent shall tour within the territory of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall keep touring for not less than \_\_\_\_\_\_\_..days in the month for the purpose of visiting customers of the Firm and creating new customers and pushing the sales of the Firm.   
  
3. That whenever required the Sales Agent shall, at the expense of the Firm, report to the Firm personally, at any place specified in this behalf, and render full account, explanation or anything required by the Firm in respect of his agency.   
  
4. That the Sales Agent shall, at all times, keep full documents of accounts of all orders received by him and all other transactions and things done by him in connection with his agency, and in particular will forward to the Firm daily, a statement of all business transacted, monies collected and expenses incurred, and shall specify the person or firm on whom he has called and the order he has secured.   
  
5. That the Sales Agent shall be and is hereby authorized to issue receipts of all monies received in the printed receipt form issued to the Agent in this behalf and the Firm shall be bound by such receipts to its customers.   
  
6. That the Sales Agent shall use his utmost endeavourer to obtain orders for the Firm and shall during the period of his service work diligently, honestly and loyally in his capacity as Sales Agent. The Agent shall not disclose any matter relating to the Firm, its customers or its business unless such disclosure is in the interest of the business or authorized by the Firm.   
  
7. That the Sales Agent shall be bound by the rules regarding leave framed by the Firm from time to time, and governing the employment of all the servants of the Firm.   
  
8. That the Agents shall be paid in addition to his salary expenses of traveling by ……………………………in the \_\_\_\_\_\_\_\_Class and Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per day as Dearness Allowance (for diet etc)   
  
9. That in the event of sickness or other incapacity the Sales Agent shall be allowed such leave as may be due under the rules referred to in clause 7 above but if the incapacity of the Sales Agent continues beyond the leave due and earned the Firm may at its option terminate the services of the Sales Agent on payment of one month’s pay and such salary or expenses which may have accrued due. If, however, the Sales Agent misconducts himself and his removal is necessary, then the Sales Agent shall only be entitled to get his salary or expenses which may be due on the date when such misconduct is detected.   
  
10. Either party may at any time determine this agreement by giving the other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ calendar months’ notice in writing and the Firm may in case of any breach by the Sales Agent of any rules or the covenants herein mentioned, at its option determine the same without notice or payment in lieu of notice.   
  
11. That the Sales Agent shall not during the continuance of his service work for or be interested in any other firm carrying on like business, nor use his tours for purposes other than the business of the Firm and after the termination of his service shall not for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ years be interested or concerned, directly or indirectly in any way within the territory in which the Sales Agent has at any time traveled on the Firm’s employment, in any business similar to that carried on by the Firm.   
  
  
  
IN WITNESS whereof the said ……….acting through Shri \_\_\_\_\_\_\_ one of the partners AND \_\_\_\_\_\_\_ (Sales Agent) have hereto signed on the dates respectively appearing under their signatures.   
  
  
  
Signature   
  
  
  
for Firm.   
  
  
  
Signature.   
  
  
  
Sales Agent.

**AGREEMENT BETWEEN PRINCIPAL**

**AND MONOPOLY AGENT**

This agreement is made on this................. day of............ 2018,

Between   
  
Mr…………………………………………………………………………..

S/o………………………………………………………………………..…

doing business at ......................................................

under the name and style of ……………………………………………………………………... (hereinafter called the Principal) of the One Part

And   
  
………………………………………..….& Co, carrying on business at …………………………………………….......(hereinafter called the ………………………………………………. Agent) of the Other Part to the following effect:   
  
Whereas The Party of one part is engaged in import of various goods and party of others part is engaged in the business of clearing of those goods from custom authority etc.,

Now the party of first part appoints the party of other part as its monopoly agents for clearing lifting and handling of goods import by them on following conditions:-

1. That as per agents party of other part would be operating above indent and arrange with manufacturers for despatching the goods early and handing over thereof direct to you/your nominee (which I hereby agree) for on that account you would provide requisite finance, including carriage/delivery charges, firstly which be reimbursed out of sale proceeds thereto as hereunder stipulated.   
  
2. Regular reports about progress made by you maintaining proper account of all receipts and expenses which shall be inspection, once a week by me shall be furnish by you .   
  
3. That for handling/lifting the goods, you would also represent me for all purposes and intents before the manufacturers, viz, ........................ in all its offices and also before other proper authorities including Banks, Post Offices, Railways, Roadways and Carrying Companies etc., for making the goods to be indented readily available to you straightway and to negotiate for and complete the sale and disposal thereof in lots or altogether at price or prices acceptable to you directly or through brokers and/or agents. You will also collect and keep with you all such sale/sales and give good, valid receipts and discharges thereto.

4. You will at once be intimated of the receipt of despatch, advice from the producers by me and on making and/or arranging requisite payment and obtaining release of necessary documents (and storage of the goods at your godown for which purposes you are also hereby expressly empowered) which shall be endorsed and/or transferred by me simultaneously in favouring you.

5. On occurs any demurrage/damages to the goods due to any act, default/negligence by you in making and/or arranging payments and/or in obtaining release of documents, which will be borne/paid by you personally. I shall remain liable for any loss/mischief to goods, as caused by my act, default or negligence or mistaken judgment. Such loss shall be debited to my account with you.   
  
6. I shall deliver or cause to be delivered to you such further or other deeds/writings if any when compulsory addressed to proper authorities to enable you paying the required money and obtain delivery of documents and also the related goods and not take delivery of the documents nor the goods myself nor authorize anybody to do the same on my behalf or charge nor them or any portion thereto in any way.

7. In case of any short/non-delivery of goods, you shall be having right in lodging claims and suing railways/roadways or carrying companies for required reliefs and recover damage/compensation on that score.

8. Per all circumstances, concerned documents will be delivered to you directly by the manufacturers at once against payment and I shall be liable to reimburse you for all losses, suffered due to any act, negligence, default by me in delivering the documents or withholding the same and otherwise dealing with the materials without your express agreement firstly had and got, which agreement you may deny per your complete discretion.

9. You will remain acting my handling agents until the whole consignment (which being at present decontrolled) is sold by you.

DATE:   
  
PLACE:   
  
WITNESSESS:-  
  
1. …………………………

2…………………………**..**

**Guarantee for One Customer by One Surety**

To,

The Manager,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank Ltd.,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Dear Sir,

In consideration of your opening (or continuing) an account with \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_ (hereinafter called "the customer") I \_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_ hereby agree to pay and satisfy to you two days after demand upto the amount hereinafter mentioned all moneys and liabilities already advanced, paid in, incurred on such account or which you may at any time advance, pay or incur to or for the use, of accommodation of or on the credit of the customer (whether on current account or by way of opening or continuation of any new account special or otherwise in respect of, bills of exchange, promissory notes, of other negotiable securities drawn, accepted, or endorsed by him, or otherwise, howsoever), together with all interest, discount, commission and other banking charges, law and other costs, charges and expenses, which may be or may become payable in connection therewith.

Provided nevertheless that my liability on this guarantee shall not exceed in the whole the sum of Rs. \_\_\_/- and interest thereon at the rate of \_\_\_\_\_\_\_\_ per cent per annum from the date on which demand for payment shall have been made by you upon me.

AND I FURTHER AGREE as follows:

1. This guarantee shall be continuing guarantee and in full force until three calendar months after I shall have given or sent to you notice in writing of any intention to discontinue and determine the same and shall have paid to you all moneys up to the limit of my liability due at the expiration of such notice and in the event of my dying or becoming under disability the liability of my executors, administrators, or legal personal representatives to determine this guarantee; and you shall be at liberty on receipt of such notice at any time within and the three calendar months to open a fresh account with the customer, and to appropriate thereto all payments subsequently made to you by him and not express appropriated by him to the old account without prejudice to my said liability to the extent aforesaid.

2. You shall in any case be at liberty, and without my further assent or knowledge at any time to grant to the customer or any person liable with or for him, whether as guarantor or otherwise, any time or indulgence, and to determine, enlarge or vary his credit, and to vary, exchange or release any other securities held or to be held by you for or on account of the moneys intended to be hereby secured or nay part thereof, and to renew any bills, notes, or other negotiable securities, and to compound or make any other arrangements with him or any person to liable with or for him, as you may think fit without discharge or in any manner affecting any liability under this guarantee.

3. If the customer shall become bankrupt or insolvent or enter into any arrangement or make any composition with his creditors, you may (notwithstanding payment to you by me or nay other person of the whole or any part of the amount hereby guaranteed) rank as creditors and prove against his estate for the full amount of your claim, or agree to accept any composition in respect of the same, and you may and shall receive and retain the whole of the dividends, composition or other payments thereon, to the exclusion of all my rights as guarantor for the customer in competition with you, until your claim ins fully satisfied; and I will not, by paying off the sum guaranteed or any part thereof, or upon any other ground, prove or claim to prove in respect of the sum guaranteed for or any part thereof, until the whole of your claim against the customer has been satisfied.

4. To the intent that you may obtain satisfaction of the whole of your claim against the customer I agree that you may enforce and recover upon the guarantee the full amount hereby guaranteed and interest thereof notwithstanding any such proof of composition as aforesaid and notwithstanding any other guarantee, security or remedy guarantees, securities, or remedies, which you may hold or be entitled to in respect of the sum intended to be hereby secured or any part hereof, and notwithstanding any charges or interest which may be debited in your account current with the customer, or in any other account upon which he may be liable.

5. Notwithstanding anything hereinabove contained this guarantee shall extend to all accounts of the customer whether the same are his solely or are accounts on which he is or may become liable jointly, in any manner whatsoever, with any company or person or persons, and in whatever name or firm the same may stand; and this guarantee shall not be affected by any change in the constitution of the bank; its successors or assigns; or by its absorption of or by, or its amalgamation with, any other bank of banks.

As witnessed my hand this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ 200\_\_

Witness to the signatures of the \_\_\_\_\_\_\_\_\_\_)

Above named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Name and address and occupation of)

witness.)

**AGREEMENT TO REFER CASE TO COURT**

AGREEMENT TO SUPPLY GOODS AS PER SAMPLE THIS AGREEMENT is made this \_\_\_\_\_\_\_\_\_\_\_\_ day of May in the year 20 \_\_\_\_\_,

BETWEEN ……………………………………..……….,

aged about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. years,

son of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter called ‘‘the Seller’’) of the one part

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ltd., a company incorporated under the ……………………………………………………………… with its registered office at \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called ‘‘the Purchasers’’) of the other part,

AND WITNESSETH as under:

1. That the Seller shall supply to the Purchaser …………………………………………… quintals of pure white cotton of the variety known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ according to the sample sealed by the parties and kept with the parties for reference in future in case of need. 2. That the total quantity of cotton shall be supplied within ………………. months from the date hereof. 3. That the Purchaser shall pay for each instalment of cotton received, its full price within ….week of receipt, after the same has been received by and checked for quality by Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Purchaser Mills. In case the said Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called ‘‘the Arbitrator’’) after checking the cotton rejects it as below standard or not of the variety contracted, then no price shall be paid by the Purchasers, whether the same has been forthwith removed by the Seller from the custody of the said Shri \_\_\_\_\_\_\_\_\_\_\_\_ or not. In case the cotton after rejection is not removed within two days after having been rejected, the Mills shall have the option to auction it at the risk and cost of the Seller without any reference to the Seller and shall deduct the cost of the auction and storage charges at Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per quintal per day and make available the balance of the sale price to the Seller. 4. That the parties hereto shall accept the decision of the said Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Purchaser Mills in regard to the quality and standard of the cotton as final and binding. 5. That the period of two months fixed for the supply of the entire quantity (not including any quantity rejected) shall be considered as of the essence of the contract and if the Seller fails to adhere to this condition, the Purchasers shall have the right to repudiate the contract and purchase the quantity not supplied from any person, party or firm at such price as may then be ruling and claim from the Seller the expenses and loss incurred or suffered by the Purchasers in so buying. IN WITNESS whereof the above-named parties have respectively set their hands, Shri \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_himself acting for the Seller and Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Manager Director acting for the Purchaser and sealing the contract with the seal of the Company the day and the year first above-written. Sd. \_\_\_\_\_\_\_\_\_\_\_\_ Seller.
2. Witnesses: Sd. \_\_\_\_\_\_\_\_\_\_\_\_
3. The\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Ltd., 1. Managing Director. 2. Common Seal of Purchaser. the Company

**Loan Agreement with Security**

THIS AGREEMENT is made at Mumbai on this \_\_\_\_ day of \_\_\_\_\_\_\_, 200\_\_

BETWEEN

\_\_\_\_\_\_\_\_\_\_\_LTD, a Company incorporated under the Companies Act, 1956 having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "The Lender") which term or expression shall unless excluded by or repugnant to the subject or context hereof shall mean and include its heirs, successors and assigns of the One Part

AND

i. M/S 123 LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "The Borrower") which terms or expression shall unless excluded by or repugnant to the subject or context hereof shall mean and include its heirs, successors and assigns of the SECOND PART and

ii. M/S DEF LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "The Pledger") which terms or expression shall unless excluded by or repugnant to the subject or context hereof shall mean and include its heirs, successors and assigns of the THIRD PART.

WHEREAS

A. The Borrower is one of the entities in the group of Companies, 123 LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "The Borrower" has a paid up capital of Rs. \_\_\_\_\_\_ lacs as on \_\_\_\_\_\_\_\_\_ (date).

B. The Borrowers has approached "The Lender" for grant of inter corporate deposit of Rs. \_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_ only) for a period of \_\_\_\_\_ days beginning from the date of disbursal of loan i.e.\_\_\_\_\_\_\_\_\_.

C. The Lender has favorably considered the request of the Borrower and has agreed to lend and advance a secured interest carrying inter-corporate deposit of Rs. \_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_ only) to the Borrower on the terms and conditions and covenants as follows.

D. The Pledger has agreed to secure the timely repayment of the loan along with interest by creating in favour of the Lender Pledge with the securities fully stated in the Annexure Annexed hereto and treated as an integral part of this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. At the request of the Borrower the Lender lends an advance to the Borrower an inter corporate deposit of Rs. \_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_only) for a period of \_\_\_\_\_\_\_ days beginning from the date of disbursal i.e.\_\_\_\_\_\_\_\_

2. The said inter corporate deposit shall carry an interest @ \_\_\_\_\_% per annum payable with \_\_\_\_\_\_\_\_ rests. In case of delay or default in payment, whether of the principal or of the interest or any part thereof the Lender shall be entitled and the borrower shall be liable to pay a penal interest @ \_% per annum over and above the interest mentioned hereinabove.

3. As a security towards timely repayment of loan along with interest, the Pledger has agreed to pledge in favour of the Lender, fully paid up equity shares, standing in the name of Pledger as stated in the Annexure annexed hereto and treated as an integral part of the agreement in the equity capital of 123 Limited, a company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Equity shares of Equity International Ltd are listed at \_\_\_\_\_\_\_ Stock Exchange and the current market price of shares is agreed to be Rs. \_\_\_\_/- per share.

4. In case the Lender sends the notice to the Borrower to make good the margin in the securities (\_\_\_\_\_% in this case) and the Borrower fails and/or neglects to make good the margin within the stipulated period as mentioned in the notice the Borrower shall be deemed to have committed default of the terms of this agreement and in that event it shall be lawful for the Lender (but not compulsory) to demand from the Borrower repayment of the loan along with the interest then outstanding and the Borrower shall be liable to repay the loan in full along with interest thereon without any objection and/or demur.

5. It is thus agreed that the Borrower shall pledge equity shares of 123 LTD details whereof are given in Annexure-I enclosed hereto and treated as part of this agreement "the securities".

6. It is expressly agreed by and between the parties hereto that in case of downward revision in the market price of the equity shares of 123 LTD, the Borrower/ Pledger shall on its own, pledge in favour of the Lender such other shares of 123 LTD so as to ensure \_\_\_\_\_\_ % margin between the amount of loan along with interest and the securities.

7. In case the Borrower fails and/or neglects to repay the amount of loan or the amount of interest on the due date it shall be lawful for the Lender to sell or dispose off, at the cost and expenses of the borrower, all or some of the equity shares of 123 LTD either by way of private arrangement or in the open market and to apply the net proceeds thereof towards satisfaction of the amount of loan or the interest, then outstanding.

8. The Borrower agrees that any accretion the securities pledged with the Lender by way of dividend, bonus/rights issue etc. accruing from time to time shall be deemed to be pledged with the Lender and the Borrower shall, on its own take expeditious steps to create a pledge in favour of the Lender.

9. It is agreed that the Borrower shall execute a Demand Promissory Note in favour of the Lender.

10. The Borrower/ Pledger agree and undertake to execute in favour of the Lender all such documents/papers, including fresh transfer deeds, as may be required by the Lender from time to time.

11. The Borrower/ Pledger have agreed to constitute nominate and appoint the Lenders as its true and lawful attorney to do all such deeds and things in respect of the said \_\_\_\_\_\_(No. of Shares) Equity Shares of 123 LTD as may be pledged/hypothecated by the Borrower to the Lender.

12. It is agreed that the liability of the Pledger is jointly and severally along with the liabilities of the Borrower and the same is co-extensive.

IN WITNESS WHEREOF the parties herein have signed this agreement in acceptance of all terms stated above on the date and place mentioned hereinabove.

THE BORROWER

THE PLEDGER

THE LENDER

**AGREEMENT FOR TRANSFER OF A FLAT BY A MEMBER OF A CO-OPERATIVE HOUSING SOCIETY TO ANOTHER**

This AGREEMENT made at ..................... this .................. day of.................. 2003

Between   
  
Mr. AB. hereunder referred to as the transferor of the One Part

And   
  
Mr. CD, of.................. after it referred to as the transferee of the Other Part.

Whereas the transferor being a member of Co-operative Housing Society Ltd., registered under No. …… of 2003 under the Delhi Cooperative Societies Act and being member he is owner and occupying Flat No. 8 on First Floor in the building known as Basant Bihar on Plot No. 3 at …………..belonging to the said Society having a carpet area of about 300 sq. meters.

And whereas the transferor wants to transfer his right for occupy said flat with all his interest, title and right per said society to the Transferee.

Now hence these presents’ witnesses and the Parties hereto have consented as follows:   
  
1. The transferor will transfer and the transferee will buy the Transferor's right to occupy and his interest, right and title to and in the said Flat along with all its fittings and fixtures at Rs. 5 lakhs calculated at the rate of Rs. 1,000 per sq. ft. The TRANSFEREE having inspected the flat is convinced in all ways.   
  
2. The transferee will be paying transferor on executing of this agreement as earnest money Rs. 1 Lakh and the remaining against delivery of possession of the said Flat.   
  
3. The transferor shall get the consent of the Board of Directors of the said Society and of the Registrar of Co-operative Societies, Delhi as needed under Rule ………………..…of the Delhi Co-operative Societies Rules …… to the transfer of the flat and five shares held by him in said Society to transferee, prior completing transfer. Which transfer shall be completed by 6 months of executing of this agreement?   
  
4. The transferee has inspected all the documents possessed by transferor as to title to say Flat and is convinced therewith.

5. After getting the approvals consents the transferor shall handover vacant possession of the Flat to transferee after paying said remaining amount of Rs. 4 lakhs and execute transfer form relating to said five shares having Nos. 120 to 124 registered in the Society and represented by Share Certificate No. 3 dated .............

6. The transferor will take the Flat on as it is condition which the transferor will not be responsible to do anything concerning thereof.

7. After vacant possession of the said Flat is delivered to the transferee he will be complete owner thereof with all occupying rights thereto as a member of the Society and after that the transferor will have no interest, title or right, therein.

8. The transferor shall pay all dues the Society's till delivery date of possession and after that the transferee will be responsible in paying same and will be subject to Resolutions and bye-laws of the Society.   
  
9. Transferor has represented that

(i) He being complete owner of the said Flat other any interest therein by any person ,   
  
(ii) The said Flat is free from encumbrance or claim of any person.   
  
(iii) that since said Flat, was purchased by him he has been peaceful and exclusively possessing and occupying the said Flat .

(iv) after taking possession of the Flat the TRANSFEREE will bear a right to enjoy and occupy the same without any interruption or claim from the TRANSFEROR or any person claiming under him.   
  
10. On completion of transfer, the transferor undertakes to delivered the transferee   
  
(i) The Certificate of Shares along with the share transfer form duly executed and filled in.   
  
(ii) The agreement for purchase of flat between Developer and transferor, all other documents concerning the Flat, if any as possession by the Transferor.

11. The transferor shall execute and sign any deed or writing and doing all acts needed to be executed signed or done complete title of transferee to said Flat as and when asked at the expense and cost of the Transferee.

12. Any donation or fee or money needed to be paid to the Society for its approval for transferring of the said Flat and/or the shares under Rule 142(2) of the Delhi Co-operative Societies Rules …… or any other Rules and if any stamp duty is needed to be paid on transfer of share form the same will be borne and paid by the transferor and the transferee in equated shares.

13. If any clearance per Income-tax Act 1961 or complying any enactment thereto is needed then this agreement will be subjective to clearance or approval or related certificate of Income-tax authorities.   
  
14. If society denies approval to transfer or Income-tax authority denies its consent or any reason beyond the control of the transferor or the transferee this covenant can not be performed the transferor shall refund the earnest money to the transferee forthwith without any interest. But if the transferor defaults in completing the transfer, the transferee will have a right by to cancel this agreement by serving 30 days' notice and in that event the transferor will be responsible in refunding the amount of earnest money and along with other monies received with interest thereon at 12% p.a. from the date of this covenant till payment. If the transferee defaults in completing this Agreement the transferor will have a right in cancelling this Agreement by serving 30 days' notice to the transferee and in that eventuality the earnest money only be forfeited. This is without prejudice to the right of any party for suing for specific performance of this contract and/or for subsequent damages, if any.   
  
IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_.   
  
DATE:   
  
PLACE:   
  
WITNESSESS:-  
  
1. TRANSFEROR

2. TRANSFEREE

**Agreement for Hire of Machinery**

An Agreement made the .............. day of ..................., 2000,

between

a son of B

resident of ......................................

(hereinafter called the "Owner") of the ONE PART

And

C son of D resident of ........... (hereinafter called the "Hirer") of the OTHER PART.

Whereas the owner is the owner of the machinery and is not being used by him, as he has closed his factory due to his personal reasons;

and Whereas on the request of the hirer, the owner has agreed to hire give the said machinery on hire to the hirer on the terms and conditions machinery hereinafter appearing.

Now These Presents Witness as Follows:

1.      The owner shall let and the hirer shall take on hire the machinery, specified in the Schedule hereunder written (hereinafter referred to as the said machinery) from ............... for a term of ............. years.

2.      The hirer shall, during the continuance of this agreement, pay to the owner without previous demand by way of rent for the hire of the said machinery the monthly sum of Rs................ for the use and possession of the said machinery, the first payment to be made an the ............ day of ............ 19 ........ next and each subsequent payment on the ............... day of each succeeding month during the said term.

3.      The hirer will not sell, assign, mortgage, pledge, underlet or otherwise deal with the said machinery but will keep the said machinery in his own possession and will not remove the said machinery from the premises where such machinery is for the time being installed without the previous consent in writing of the owner.

4.      The hirer shall use the said machinery in a skilful and proper manner and shall at his own expenses keep the said machinery in good and substantial repair and condition (reasonable wear and tear excepted) and will allow the owner, his servants or agents at all reasonable times to have access to the said machinery and to inspect the state and condition thereof.

5.      The hirer shall keep the said machinery insured in the sum of Rs ................ against fire and loss, damage or risk from whatever cause arising with some insurance company in the name of the owner and deliver the policy of such insurance to the owner and duly and punctually pay all premium necessary for effecting and keeping such insurance in force and produce the receipt for all such payments to the owner on demand and will keep the owner indemnified against all loss or damage to the said machinery from whatever cause the same may arise.

6.      If the said machinery is destroyed by fire or lost by theft, all moneys received in respect of such insurance shall be received by the owner, who may apply such moneys either in making good the damage done or in replacing the said machinery by other articles of similar description and quality and such substituted articles shall become subject to hire in the same manner as the articles for which they shall have been substituted.

7.      The hirer may at any time determine the hiring by giving ............. months notice and the hiring shall from the expiration of the said notice determine and the hirer shall not be entitled to any credit or allowance in respect of any payment previously made by him to the owner.

8.      If the hirer shall make default in punctual payment of the monthly sums so to be paid by him for the hire of the said machinery or if he shall fail to observe and perform the terms and conditions of this agreement on his part to be observed and performed, the owner may determine the hiring without any notice and it shall be lawful for him to retake possession of the said machinery and for that purpose the owner, his servants or agents may enter into or upon any premises where the said machinery is installed and the hirer will remain liable for the payment of money due to the owner under this agreement or damages for breach thereof.

9.      The hirer hereby covenants with the owner that he will not do or omit to do any act which may result in seizure and/or the confiscation of the said machinery by the Central or State Government or local authority or any public officer or authority under any law for the time being in force.

10.   The hirer shall pay all licence fees, taxes, etc. payable to the Government, local authority in respect of the said machinery and if the owner is compelled to pay such licence fees, taxes, etc., the hirer shall forthwith repay the said amounts paid by the owner.

11.   Any time or indulgence granted by the owner shall not affect the strict rights of the owner under this agreement.

12.   In case of any dispute or difference arising between the parties regarding the meaning, construction, interpretation, breach or fulfillment or non-fulfillment of the terms and obligations of these presents or any clause or condition thereof, the same shall be referred to the decision and arbitration of two arbitrators, one to be nominated by each party which arbitrators shall before taking upon themselves the burden of reference, appoint an umpire. The submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1940 or any statutory modification thereof. The award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties.

13.   The stamp duty and other incidental expenses relating to the execution of this Agreement will be borne by the hirer.

IN WITNESS WHEREOF, the parties hereto have executed these presents, the date, month and year first hereinabove mentioned.

The Schedule above referred to

Signed and delivered by A, the within named owner

Signed and delivered by C, the within named hirer

WITNESSES;

1.

2.

**Agreement for Sale of Flat by a Flat Purchaser, When Co-Operative Society has not been Formed and Flat is not Ready**

THIS AGREEMENT made at ……………….. this ……….. day of ……………, 2000, between A, son of ………………….. resident of ……………………… hereinafter referred to as the ‘Transferor” of the FIRST PART, B, son of …………….. resident of ……………………… hereinafter referred to as the “Transferee” of the SECOND PART and M/s ABC Constructions, a partnership firm, having its office at …………………….. hereinafter referred to as the Confirming Party of the THIRD PART.

WHEREAS by an Agreement dated ………………. made between M/s. ABC Constructions, therein referred to as the Builders and, hereinafter referred to as the Confirming Party of the ONE PART and the Transferor therein referred to as the flat Purchaser of the OTHER PART, the Confirming Party has agreed to sell and the transferor has agreed to purchase one flat bearing No. …………… on the ……………. floor in the building, being constructed by the Confirming Party on the piece of land bearing Plot No. …………… situated at…………………………………………………. and more particularly described in the Schedule 1 to the said agreement being the same as described in the Schedule 11 hereunder written;

AND WHEREAS the agreement between the Confirming Party and the transferor, hereinafter referred to the said agreement, has been duly registered under the Registration Act, 1908 as required under the ………….. Ownership Flats Act, ……….

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AND WHEREAS the transferor has agreed to assign his rights and benefits under the said agreement to the transferee and the transferee has agreed to purchase the same on the terms and conditions hereinafter contained;

AND WHEREAS the confirming party has informed transferor that the flat will be ready by ……………….. and he has no objection in the transfer of the said agreement by the transferor and the transferee and has agreed to join as the Confirming Party to these presents.

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

1. In pursuance of the said agreement and in consideration of the sum of Rs. …………… paid at the time of these presents (the receipt whereof the said transferor does hereby acknowledge and admit), the transferor assigns to the transferee all his rights, benefits and interest to purchase the flat No …………………… on the …………… floor in the building under construction on the piece of land described in Schedule 1 hereunder written, under the said Agreement between the Confirming Party and the transferor.

2. The transferor hereby declares that the said agreement is valid and subsisting and he has not assigned the benefit of the said agreement to any person.

3. The transferee will be entitled to all the rights, benefits and interest belonging to and available to the transferor under the said agreement.

4. The Confirming Party hereby agrees and declares that he shall hand over the possession of the fiat to the transferee, as soon as it is ready and the transferor will be entitled to the amounts deposited by the transferor with the Confirming Party under the said Agreement and the transferee shall be given the shares in the Co-operative Society of the flat owners in respect of the flat, as and when the Society is registered.

5. The transferor declares that he will have no interest, right and benefits in the said agreement and in the flat to be acquired by virtue of the said agreement.

6. The transferee has satisfied himself about the rights of the Confirming Party about the sale of the flat to the transferor and the building plans and he shall not be entitled to raise any objection about the right of the Confirming Party or the building plans in future.

7. The transferee agrees and undertakes to be bound by the liabilities and obligations of the transferor under the said agreement.

IN WITNESS WHEREOF the parties hereto have put their respective hands the day and year hereinabove written.

The First Schedule above referred to

The Second Schedule above referred to

Signed and delivered by the within named transferor A

Signed and delivered by the within named transferee B

Signed and delivered by the within named Confirming Party

M/s. ABC Constructions through its partners

(1) ; (2) ; (3) ;.

WITNESSES;

1.

**Agreement for Sale of Mortgaged House**

THIS AGREEMENT

made at ……………………. on this ……………. day of ………………., 20,

between

A, son of ………………….

resident of ………………….

(hereinafter called the vendor) of the FIRST PART,

B, son of…………………..

resident of ……………………………

(hereinafter called the purchaser) of the SECOND PART and

C son of …………………

resident of…………………………………

(hereinafter called the mortgagee) of the THIRD PART.

WHEREAS the vendor is absolutely seized and possessed of or well and sufficiently entitled to the house more fully described in the Schedule hereunder written, hereinafter referred to as the “said house”;

AND WHEREAS the said house is mortgaged with Shri …………….. for the sum of Rs. …………………. pursuant to a deed of mortgage executed between the vendor and Shri ……………………….. on the other part and a sum of Rs. ………………….. is due from the vendor to the said mortgagee.

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AND WHEREAS the vendor has agreed to sell and purchaser has agreed to purchase the said house an the terms and conditions mentioned below:

**IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

(1) The vendor will sell and the purchaser will purchase all that house No. ……………….. Road …………… more particularly described in the Schedule hereunder written for a sum of Rs. …………… out of which the purchaser has paid Rs. …………….. to the vendor as earnest money (the receipt of which sum, the vendor hereby acknowledges) and out of balance price to be paid by the purchaser, he shall pay Rs . ……………… on or before the date of ……………………. and the remaining sum of Rs. ……………… will be paid to the vendor at the time of registration of the sale deed.

(2) The mortgagee’s advocate shall deliver the documents of title of the said house to the purchaser’s advocate against his accountable receipt within ……………… days from the date of this agreement for investigation of title.

It is hereby declared that delivering the documents of title by the mortgagee to the purchaser’s advocate will not affect the mortgage of the mortgagee and mortgage on the said house will continue until the full payment of the mortgage money is made to the mortgagee by the vendor or the purchaser.

(3). The said house will be purchased by the purchaser without any encumbrance, easements, restrictions and rights affecting the same.

(4) The purchase shall be completed within a period of ………….. months from the date of this Agreement. The purchaser shall send the draft conveyance deed to the vendor a fortnight prior to the date of the intended execution and after approval thereof by the vendor, the purchaser shall get the same ready for execution by the vendor. All expenses for preparation of the conveyance deed, cost of stamp and registration charges and all other out of pocket expenses shall be borne by the purchaser.

(5) The mortgagee shall discharge the mortgage on the back of the mortgage deed on payment of Rs. ……….. by the purchaser and return the mortgage deed duly discharged to the purchaser. It is hereby agreed and confirmed that the sale deed shall not be executed, unless the mortgage on the said house is discharged by the mortgagee.

(6) If the vendor’s title to the said house is not approved by purchaser’s advocate, the vendor shall refund the earnest money to the purchaser within …………….. days from the date of intimation by the purchaser about the non-approval of the title by his advocate. If the vendor does not refund the earnest money within……………. days, he shall be liable to pay interest @ Rs ……………. per month upto the date of payment of earnest money. In the case of non-approval of title by the purchaser’s advocate, the purchaser’s advocate shall return the documents of title of the said house to the mortgagee’s advocate.

(7) If the purchaser commits breach of this agreement, the vendor shall forfeit the earnest money paid by the purchaser and the purchaser shall also be liable to pay to the vendor the deficiency and expenses of resale of the said house.

(8) If the vendor commits breach of the agreement, he shall refund the earnest money to the purchaser and he shall also be liable to pay Rs . ……………… to the Purchaser by way of liquidated damages.

(9) The vendor shall execute conveyance deed in favour of the purchaser or his nominee, as the purchaser may require.

(10) The vendor shall hand over the vacant possession of the said house and documents of title in respect thereof to the purchaser before registration of the conveyance deed.

(11) The vendor shall at his own cost obtain certificate under section 230A, Income-tax Act, and any other permission or no objection from Government, Municipal or statutory authority for the completion of conveyance deed.

(12) Notwithstanding anything contained in clauses 7 and 8 hereof, the parties will have the right for specific performance of this Agreement.

The Schedule above referred to

IN WITNESS WHEREOF the parties have set their hands to this Agreement on the date and year first hereinabove written.

Signed and delivered by Shri A,

the within named Vendor

Signed and delivered by Shri B,

the within named Purchaser

Signed and delivered by Shri C,

the within named Mortgagee

WITNESSES;

1.

2.

**AGREEMENT TO SELL**

**This AGREEMENT TO SELL**

is executed at -------,

on This \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

by and between;

Sh. \_\_\_\_\_\_\_

S/o \_\_\_\_\_\_

R/o \_\_\_\_\_

hereinafter called "THE FIRST PARTY".

IN FAVOUR OF

Sh. \_\_\_\_\_\_\_ S/o\_\_\_\_\_\_

R/o\_\_\_\_\_,hereinafter called "THE SECOND PARTY".

The expression of the terms the 'FIRST PARTY' and the 'SECOND PARTY' wherever they occur in the body of this Agreement to Sell, shall mean and include them, their legal heirs, successors, legal representatives, administrators, executors, transferee(s), beneficiary(ies), legatee(s),probatee(s), nominees and assignee(s). AND WHEREAS the FIRST PARTY for his bonafide needs and requirements have agreed to sell, convey, transfer and assign to the SECOND PARTY and the SECOND PARTY has agreed to purchase the alongwith proportionate, undivided, indivisible and impartible ownership rights in the said freehold land underneath the said building measuring \_\_\_\_ square yards, bearing No. \_\_\_\_\_\_\_\_, situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_, with all rights, title and interest, easements, privileges and appurtenances thereto, with all fittings, fixtures, electricity and water connections, structure standing thereon, with all rights in common driveway, entrances, passages, staircase and other common facilities and amenities provided therein, hereinafter referred to as

**"THE SAID PORTION OF THE SAID PROPERTY"** for a total sale consideration of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER** :-

That in consideration of the sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), out of which a sum of Rs. \_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), as advance money has been received by the **FIRST PARTY** from the **SECOND PARTY,** in the following manner; the receipt of which the FIRST PARTY hereby admits and acknowledges and the remaining balance sum of Rs. \_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), will be received by the FIRST PARTY from the SECOND PARTY, at the time of registration of the Sale Deed, the FIRST PARTY doth hereby agree to grant, convey, sell, transfer and assign all his rights, titles and interests in the said portion of the said property, fully described above,together with proportionate undivided, indivisible and impartible ownership rights in the freehold land underneath the said building to the SECOND PARTY, on the terms and conditions herein contained provided that nothing herein stated shall confer or deemed to have conferred upon the SECOND PARTY exclusively any right or title to the common driveway, passages, staircase, overhead water tanks, sewers, water meters and other common facilities to the exclusion of the FIRST PARTY and or the SECOND PARTY or owners or occupants of the other units of the said building. That the actual physical vacant possession of the said portion of the said property will be delivered by the FIRST PARTY to the SECOND PARTY, at the time of the registration of the Sale Deed, after receiving the full consideration. That on or before \_\_\_\_\_\_\_\_\_\_\_\_\_, the FIRST PARTY will execute and get the Sale Deed of the said portion of the said property registered, in favour of the SECOND PARTY or his nominee/s, on receipt of the full and final balance amount, failing which either party shall be entitled to get the Sale Deed registered through the court of law by SPECIFIC PERFORMANCE OF THE CONTRACT, at the cost and expenses of the defaulting party. That the FIRST PARTY hereby assures the SECOND PARTY that the FIRST PARTY has neither done nor been party to any act whereby the FIRST PARTY's rights and title to the said portion of the said property may in any way be impaired or whereby the FIRST PARTY may be prevented from transferring the said portion of the said property. That the FIRST PARTY hereby declares and represents that the said portion of the said property is not subject matter of any HUF and that no part of the said portion of the said property is owned by any minor. That the FIRST PARTY assures the SECOND PARTY that the said portion of the said property is free from all kinds of encumbrances such as prior Sale, Gift, Mortgage, Will, Trust, Exchange, Lease, legal flaw, claims, prior Agreement to Sell, Loan, Surety, Security, lien, court injunction, litigation, stay order, notices, charges, family or religious dispute, acquisition, attachment in the decree of any court, hypothecation, Income Tax or Wealth Tax attachment or any other registered or unregistered encumbrances whatsoever, and if it is ever proved otherwise, or if the whole or any part of the said portion of the said property is ever taken away or goes out from the possession of the SECOND PARTY on account of any legal defect in the ownership and title of the FIRST PARTY then the FIRST PARTY will be liable and responsible to make good the loss suffered by the SECOND PARTY and keep the SECOND PARTY saved, harmless and indemnified against all such losses and damages suffered by the SECOND PARTY. That the house tax, water and electricity charges and other dues and demands if any payable in respect of the said portion of the said property shall be paid by the FIRST PARTY upto the date of handing over the possession and thereafter the SECOND PARTY will be responsible for the payment of the same. That no common parts of the building shall be used by the SECOND PARTY or other owners/occupants of the said building for keeping/chaining pets, dogs, birds or for storage of cycles, motor cycles nor the common passage shall be blocked in any manner. That the proportionate common maintenance charges will be paid by all the occupants/owners of the said building in proportion of the area occupied by them. That the SECOND PARTY shall have full right of access through staircase to the top terrace at all reasonable times to get the overhead tank repaired/cleaned etc. and to install T.V. Antenna. That the SECOND PARTY shall have, as a matter of right, right to use all entrances, passages, staircases and other common facilities as are available in the said building. That a separate electric meter and water meter have been provided in the said building for the exclusive use of the owner(s)/occupants of the said portion of the said property. That in the event of the building being damaged or not remaining in existence on any account whatsoever then the SECOND PARTY shall have the proportionate rights in the land alongwith other owners of the building and shall have the right to raise construction in proportion to the one as now being sold conveyed and being transferred under this Agreement to Sell. That the SECOND PARTY have full right to nominate or assign this Agreement to Sell in favour of any person or persons, be it a firm, body corporate or association of person and the FIRST PARTY shall have no objection to it. That pending completion of the sale, the FIRST PARTY neither shall enter into any agreement of sale in respect of the said property or any part thereof nor shall create any charges, mortgage, lien or any arrangement, in respect of the said property in any manner whatsoever. That the photostat copies of all relevant documents in respect of the said property have been delivered by the FIRST PARTY to the SECOND PARTY. That all the expenses of the Sale Deed viz. Stamp Duty, Registration charges, etc. shall be borne and paid by the SECOND PARTY. That this transaction has taken place at New Delhi. As such, Delhi Courts shall have exclusive jurisdiction to entertain any dispute arising out of or in any way touching or concerning this Deed. IN WITNESS WHEREOF, the FIRST PARTY and the SECOND PARTY have signed this AGREEMENT TO SELL at New Delhi, on the date first mentioned above in the presence of the following witnesses. WITNESSES :- 1. FIRST PARTY.

**Agreement for Building Where Owner Supplies Plot of Land Only.**

An Agreement made on the ...........day of ................BETWEEN AB, etc. (hereinafter called the “contractor”) of the part and CD, etc, (hereinafter called the “owner”) of the second part. Whereas

The party of the second part is the owner of the plot of land measuring ..............metres at..................and more particularly described in the plan attached and therein delineated as red.

2. The owner being desirous of erecting building on the said plot has appointed Shri...............as the architect.

3. The plans, designs, drawings and elevations of the said intended building and specifications of the works to be done and of the materials to be provided in and for the erection of the said building have been prepared by the purposes of identification by both the parties.

4. The contractor is willing to enter into an agreement for the execution of the said works for the sum of Rs..............

Now it is hereby Mutully agreed as Follows:

The contractor shall erect on the said plot of land a building in conformity with the plans, drawing and elevations and complete all the and workmanlike manner and to the satisfaction of the said architect and thesaid specifications, plans, drawings and elevations and of this agreement.

2. The contractor will finish and compete the said building on or before the......................day of.................and if the said building shall not be completed on or before the said date the contractor shall forfeit, out of the moneys which shall be due which shall elapse after the..........day of ...........until the said building shall be completed : Provided that if the contractor is prevented by any strike among the workman or by reason of any event beyond his control, the said architect may extend the time for the completion of the works for such reasonable period as he may think fit.

3. If the contractor shall become bankrupt, or sahll from any cause whatsoever be prevented from or delayed in proceeding with and completing the said works according to the terms and conditions of this agreement, or shall not proceed with the said works to the satisfaction of the said architect, it shall be lawful for the said architect to leave or cause to be left at the usual place of abode or business of the contractor, a notice or notices in writing for the said contractor to proceed regularly and effectually with the said contractor to proceed regularly and effectually with the said works and in case the said contractor shall , for 7 days after such notice is so left as aforesaid, make default in regularity and effectually proceeding with the said work it shall be lawful for the said architect to employ any other workmen either by contract or measure and value or otherwise to proceed with the said works and complete the same and pay to the said workmen out of the moneys which shall be then due to the said contractor on account of this agreement’s the amount of their charges for the same and ; for all necessary materials to be found and provided for such completion ; and if the amount of balance to the credit of the contractor be insufficient to cover such charges for workmen and materials as are last heretobefore directed to be paid there out, and then in such case the said contractor shall and will make good and pay such deficiency on demand.

4. If the said architect shall at any time or times consider any of the workmen employed by the said contractor on the works as in any ways incompetent or as acting improperly it shall in every such case be lawful for the said architect to discharge such workman or workmen, and the said contractor shall without delay put another workman or other workmen in his or their place.

5. In case any of the materials brought on the said premises by the said contractor shall be considered by the said architect unsound or in any respect improper, the said contractor will, upon notice in writing to him or his foreman on the premises given by the said architect cause the same to be removed from off the ground and proceed with the said works with materials corresponding with the said specifications and instructions and approved of by the said architect and on default of such removal within \_\_\_\_\_ days after such last mentioned notice, it shall be lawful for the said architect to cause the same to be removed to such place or places as he may think proper, without being in any way answerable or accountable for the loss or damage that shall happen to any materials so removed as aforesaid, and to cause proper materials to be substituted for the same, and to pay all expenses attending such removal and substitution out of the moneys which shall become due to the said contractor by virtue of this agreement.

6. In case the said architect shall consider any part of the said works to have been executed in an unsound and improper manner, the said contractor will cause the same immediately to be taken down and executed in a proper manner to the satisfaction of the said architect without any extra charge or expense whatsoever.

7. If the said architect or the parties hereto of the second part, shall think proper at any time or times to make any alterations or additions to or omission in the works hereby contracted for he or they shall give to the said contractor written instructions for such alterations or omissions signed by the said architect, but the said contractor shall not be considered to claim for the value or otherwise in respect thereof, without such written instructions so signed as aforesaid. Any additional charge by the contractor with respect to such alterations if certified to be correct by the architect shall be paid for in the same manner and at the same time as hereinafter expressed for the payment of the ultimate balance of the said sum of Rs...................

8. Any damage arising from accidents or carelessness of the workmen or otherwise to the said work hereby contracted for, or to the materials or implements therein used, shall be borne and effectually made good by the said contractor at his own costs and charges.

9. The said contractor shall provide all the materials of the best kind available in the market for the said building in accordance with the specification mentioned above.

10. The said contractor will not, unless with the consent of the said architect, make any sub-contract for the execution of the works hereby contracted for, or any part thereof, nor unless with such consent as aforesaid assign or underlet the present contract.

11. The contractor shall be paid Rs....... as his remuneration for the labour supplied and material used by him for the aforesaid building in the following manner :Rs....... shall be paid by 12 monthly instalments of Rs...... each, the first instalment to be paid on ..... and the balance of Rs..... within three months of the completion of the building, provided that in the case of each payment the architect certifies that the work and materials to a sufficient amount shall have been done, executed or provided by the said contractor to the satisfaction of the said architect. Provided also that the said contractor shall not be entitled to payment or receive the said balance of Rs....... until the said architect shall certify under his own hand that whole of said works have been completed and finished to his satisfaction. The decision of the architect shall be binding on the parties and shall be final.

in Witness Where of the parties hereto have signed this agreement on the day and year first written above

**AGREEMENT BETWEEN AUTHOR AND PUBLISHER**

WHEREAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called the ‘‘Author’’, has written a work entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called the “Work” and whereas \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Publishing Co, having its business premises at………………………………………………………………………………………, hereinafter called the ‘‘publishers’’ are desirous of publishing the Work in book form and whereas the Author agrees to prepare and supply to the Publishers before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date a singal-spaced typescript of the work suitable for use as printer’s copy and acceptable to the Publishers in content and form, together with illustrations as may be mutually deemed desirable and in a form mutually agreed and with index, the Author does hereby grant and convey to the Publishers the right to:   
  
Print, publish and sell the Work, for the ……. edition thereof and including all translations, abridgments and adaptations thereof ………………………………………….……….. languages.   
  
The copyright, save the rights assigned herein to the Publishers, shall vest in the Author.   
  
The Publishers, in consideration thereof, agree to publish the Work in book form at their expense, in a style as to paper, printing and binding considered suitable by the Publishers, and to use all ordinary means to market the said Work upon terms as follows:

(1) Publication, Sale and Terms of Sale.—The Publishers shall have exclusive control of the form, get-up, price, sale and terms of sale of the Work.

(2) Royalties:

(a) The Publishers agree to pay to the Author a royalty of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per cent of the list price on each copy of the work actually sold. (b) The Publishers agree to render to the Author statements of copies sold semi-annually as on ………………………………..and ……………………………………. each year, and to make settlements thereof within 15 days thereafter. (c) No Royalty will be payable in respect of any copies given away for review or complimentary copies.   
  
(d) If the Publishers themselves undertake the publication of translations, or abridgments, or adaptations of the Work in ……………………………………. languages, this agreement will govern, as far as the context will permit, such publication by the Publishers and accounting and payment to the Author will be governed by clauses 2(a), 2(b) and 2(c) above, subject to the deduction of expenses incurred by the Publishers in having the said translations, abridgments or adaptations prepared.   
  
(3) Author’s corrections.—Should the Author make or cause to be made any alterations in type, illustrations or plates which are not corrections of typographical or draftsman’s errors, which shall cost in excess of ten per cent (10%) of the cost of composition independent of the cost of the said alterations, the cost of such excess alterations shall be charged to, and paid for by, the Author. The Publishers may, at their discretion, agree to debit such charges to the royalty account.   
  
(4) Delivery of work.—If the Author fails to supply the full and final typescript along with the agreed illustrations by the date mentioned for this purpose in this agreement, the Publishers shall have the option, any time after this date, unilaterally to declare this agreement cancelled after giving the Author thirty days’ notice in writing to provide the necessary material, unless the Publishers have meanwhile agreed in writing to an extension of the period of submitting the material. In the absence of such a written notice, this agreement will continue to be fully effective and for this period the Publishers will be deemed to have agreed to an extension of the date for the delivery of the material till the date of the expiry of any notice the Publishers may subsequently serve on the Author.   
  
(5) Correction of proofs.—The Author undertakes diligently to check and correct printers’ proofs sent to him for this purpose by the Publishers and to return them to the Publishers within 10 days of the receipt of the proofs. If the Author fails or is unable to check proofs as just stipulated, the Publishers shall be free to arrange for such checking by a person competent, in the Publishers’ judgment, to do so and the cost of this arrangement will be debited to the royalty account of the Work as the first charge.   
  
(6) Subject-index.—The Author agrees to provide a subject-index for each edition of the book. On his inability or refusal to do so, the Publishers would be free to get the same prepared by any person deemed competent by them and the cost will be debited to the royalty account as a first charge.   
  
(7) Author’s copies.—The Publishers agree to give to the Author on publication of each new edition of the Work. . . . . . . . .copies of that edition and to sell him such additional copies as he desires for personal use and not for resale at the terms allowed by the Publishers to booksellers, both in respect of discount and packing, postage, freight and forwarding charges.

(8) Damaged copies.—The Publishers may dispose of copies of the Work damaged in storage and/or transit or by any other means or circumstances rendered unsaleable, either by discarding them as waste or selling them as scrap below cost and, on copies so discarded or sold, no royalties will be payable.   
  
(9) Supplement.—If and when a supplement to the Work is deemed necessary by the Publishers, the Author agrees to supply the same within reasonable time failing which the Publishers would be at liberty to get the same prepared against his cost.

(10) Warranty.—The Author warrants that the Work is original except for such excerpts from copyrighted works as may be included with the permission of the copyright owners thereof, that it contains no libellous statements, that it contains nothing unlawful, and does not infringe upon any copyright, trademark, patent, statutory right, proprietory right of others, and that he will indemnify the Publishers against any costs, expenses and damages arising from any of this warranty.   
  
(11) Assignments.—This agreement may be assigned by either party, but only as a whole, and no part of the respective interests of either party may be assigned without the written consent of the other party. Notwithstanding any such assignments, this agreement shall be binding on the parties hereto, their heirs, successors, assigns and personal representatives.

(12) Protection of copyright.—The Publishers shall be free to take, on the Author’s behalf but at the Publishers’ expense, any action, including legal action, that the Publishers may consider necessary to protect their rights under this agreement arising out of the Author’s copyright in the Work.   
  
  
  
(13) Disputes.—If a dispute arises between the parties to this agreement concerning matters covered by this agreement or incidental thereto, this dispute will be referred to the arbitration of two arbitrators, one each appointed by the parties hereto, and, in case the arbitrators disagree, to an umpire of their choice, and the provisions of the Indian Arbitration Act as in force at the time of the arbitration will apply.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto on the dates following their signatures.

Date:   
  
  
  
Author   
  
  
  
————————   
  
  
  
Publishers   
  
  
  
————————   
  
  
  
Witnesses:

**Agreement for Building Where Owner Supplies Plot and All Materials**

An Agreement made on the ...........day of ................

BETWEEN

AB, etc.

(hereinafter called the “owner”) of the part and CD, etc, (hereinafter called the “contractor”) of the second part.

WHEREAS the owner owns a plot of land measuring ......... meters situate at .... And more particularly described in the plan attached.

and Whereas the owner is desirous of erecting a building on the said plot. and Whereas the plans, drawings, designs and elevations of the said intended building and specifications of the works to be done and of the materials to be provided in and for the erection of the same as prepared by the architect have been approved by the parties.

and Whereas the contractor is willing to execute the said works for the sum of Rs......

and Whereas the materials to be used for the building will be supplied by the owner himself and the contractor will supply labour as well as the building tools and other accessories necessary for the completion of the said building.

Now the Parties Hereto hereby Mutually agree as Follows :

The contractor will clear and prepare the site for and will erect and complete the building in conformity with the plans, drawings, designs and elevations with the materials supplied by the owner in a thorough and work-manlike manner.

2. Subject to the conditions hereinafter appearing, the owner will pay to the contractor a sum of Rs....... within six months after the contractor has completed the works in accordance with the terms of this agreement and handed over the same to the owner.

3. The contractor will finish and complete the said building on or before the ..... day of ..... and if the said building shall not be completed on or before the said date, the contractor shall forfeit, out of the moneys which shall be due to him by virtue of this agreement, the sum of Rs..... for every days which shall elapse after the ...... day of ...... until the said building shall be completed : Provided if the contractor is prevented by any strike among the workmen or by reason of any event beyond his control, the owner may extend time for the completion of the work for such reasonable period as he may think fit under CI. (10).

4. The contractor will do and perform all works incidental to the proper execution and completion of the building including all works rendered necessary in consequence of the doing of the works and will supply labour necessary for the same and no additional payment will be made for the same.

5. The contractor will permit the owner to have access to the works while the same are under construction and to inspect the same.

6. The contractor will not vary or deviate from the said plans and specifications without having first obtained the permission in writing of the owner.

7. The contractor will, if so required by order in writing signed by the owner, alter the design or size of the works and the materials to be used in constructing the same, provided that he shall not be bound to do so unless the sum to be paid for any extras or to be allowed for any omission has been first fixed by agreement between him and the owner and, in default of agreement, the sum to be so paid or allowed shall be settled by ..................

8. The contractor shall make good any defects, shrinkage or other faults that may appear in the works within six months after their completion.

9. While the works are in course of construction and until the owner takes over the same, they and all materials or plants used or to be used in constructing the same shall remain at the contractor’s risk and he shall not be entitled to any compensation for injury, to or loss or destruction of, such works or materials arising from any cause whatever.

10. If the contractor requires any extension of time for completing the works he must apply to the owner within seven days from the date of the occurrence of the event on account of which he desires such extension; and the owner may, if he thinks such request reasonable, grant such extension of time as he may think necessary.

11. If the owner is at any time dissatisfied with the progress of the work or with the quality of materials used or of the workmanship he may apply to ....... To depute an Engineer to inspect the works, and if such officer certifies in writing that the rate of progress or the materials used or the workmanship or any or all of them is or are unsatisfactory or not in accordance with this agreement, the owner may then enter upon the site of the works and may employ another builder to complete the same and may pay such builder the cost of such completion out of the sum payable to the contractor under this agreement or the balance of such sum if advances have been made to the contractor, and, if such cost is more than such sum of balance, then the contractor will pay the excess to the owner.

12. Unless the terms are extended under clause (10) hereof, the contractor will complete a portion of the works of the value of not less than Rs..... on or before the .... And will complete the whole work and will remove from the site of the works all plant, scaffolding, unused materials and rubbish and will leave the works and site clean on or before.......

13. If the contractor fails to comply with the provision of CI. (12) on or before the dates mentioned therein or within such extended time as be permitted in accordance with CI. (13) hereof, he will pay to the owner as liquidated damages a sum of Rs...............for every day’s delay, and the owner may deduct such sum or sums from any money due to the contractor under these presents or may recover it otherwise.

14. At the end of each calendar month commencing from the date when the contractor commences work the owner will pay the contractor a sum equal to 80 per cent of the value as estimated by the parties or in case of disagreement between the parties by............... of the work executed by the contractor during the month and the owner will make final payment to the contractor at the end of six months from the date when the works are completed.

15. If at any time during the progress of the works or after completion or the alleged completion thereof and at any time during the continuance of this agreement any dispute or differences arise between the parties hereto in relation to or in connection with this agreement, the same shall be referred to the arbitration of Sri................as the sole arbitrator or to two arbitrators one to be appointed by each party and provisions or the Indian Arbitration Act, 1940, shall apply . The decision so given shall be final and binding upon the parties.

16. The contractor will indemnify the owner from all claims for injury caused to any person, whether a workman or not, while in or upon the works or the site of the same the said owner shall not be bound to defend any claim brought under the Workman’s Compensation Act unless the contractor first deposits with the owner might incur by reason of defending any such claim.

in Witness Whereof the parties hereto have signed this agreement on the day and year first written above.

........................ .......................

(Contractor)

(Owner)

**RENT AGREEMENT**

This Rent Agreement is made on this \_\_\_\_\_\_\_\_\_\_ (date of rent agreement) by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the landlord) S/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (father’s name of the landlord), Add: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (residential address of the landlord). Herein after called the Lessor / Owner, Party Of the first part

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the proposed company), through its proposed director \_\_\_\_\_\_\_\_\_\_ (name of the director) called Lessee/Tenant, Party of the Second Part

That the expression of the term , Lessor/Owner and the Lessee/Tenant Shall mean and include their legal heirs successors , assigns , representative etc. Whereas the Lessor /Owner is the owner and in possession of the property No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (registered address of the company) and has agreed to let out the one office Room, one Toilet & Bathroom Set on said property, to the Lessee/Tenant and the Lessee/Tenant has agreed to take the same on rent of Rs. \_\_\_\_\_\_/- (In words) per month.

NOW THIS RENT AGREEMENT WITNESSETH AS UNDER:-

That the Tenant/Lessee shall pay as the monthly rent of RS. \_\_\_\_\_\_\_\_\_/- (In words) per month, excluding electricity and water charge.

That the Tenant /Lessee shall not sub–let any part of the above said demised premised premises to anyone else under any circumstances without the consent of Owner.

That the Tenant / Lessee shall abide by all the bye - laws , rules and regulation, of the local authorities in respect of the demised premises and shall not do any illegal activities in the said demised premises.

That this Lease is granted for a period of Eleven (11) months only commencing from \_\_\_\_\_\_\_\_\_\_\_ (date of rent commencing from) and this lease can be extended further by both the parties with their mutual consent on the basis of prevailing rental value in the market .

That the Lessee shall pay Electricity & Water charge as per the proportionate consumption of the meter to the Lessor /Owner.

That the Tenant/Lessee shall not be entitled to make structure in the rented premises except the installation of temporary decoration, wooden partition/ cabin, air – conditioners etc. without the prior consent of the owner.

That the Tenant/lessee can neither make addition/alteration in the said premises without the written consent of the owner, nor the lessee can sublet part or entire premises to any person(s)/firm(s)/company(s).

Contd: 2/-

That the Tenant/Lessee shall permit the Lessor/Owner or his Authorized agent to enter in to the said tenanted premises for inspection/general checking or to carry out the repair work, at any reasonable time.

That the Tenant/Lessee shall keep the said premises in clean & hygienic condition and shall not do or causes to be done any act which may be a nuisance to other.

That the Tenant/Lessees shall carry on all day to day minor repairs at his/her own cost.

That this Agreement may be terminated before the expiry of this tenancy period by serving One month prior notice by either party for this intention .

That the Lessee shall use the above said premises for Official Purpose Only.

That the Lessee/Tenant Shall not store/Keep any offensive, dangerous, explosive or highly Inflammable articles in the said premises and shall not use the same for any unlawful activities .

That the Lessee shall pay the one month’s advance rent to the Lessor the same shall be adjusted in monthly rent.

That both the parties have read over and understood all the contents of this agreement and have signed the same without any force or pressure from any side.

In WITNESS WHEREOF the lessor/Owner and the Tenant / Lessee have hereunto subscribed their hand at \_\_\_\_\_\_ (place) on this the \_\_\_\_\_\_\_\_\_\_\_\_\_ (date of rent agreement) year first above Mentioned in presents of the following Witnesses

WITNESSES:-

1.

2.

\_\_\_\_\_\_\_\_\_\_\_ (name of the landlord) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the proposed Company)

Lessor Lessee

**AGREEMENT FOR CONSTRUCTING BUILDING**

This construction agreement is made on ……day of …….

Between 

MR……………………………………………………………..……..,

Address……………………………………….......................... (as owner) of the First Part

And 

MR……………………………………………………………………….,

Address.................................................................... (After it called the contractor) of the Second Part.   
  
Whereas party of First Part being owner of a plot of land measuring ............... at .............................. and more specifically stated in the plan unclosed and therein marked in red.   
  
And whereas owner wants to construct a building said plot has selected MR………. being architect who has prepared drawings, specifications and plans for the proposed to building.   
  
And whereas the plans, designs, drawings and elevations of said intended building and specifications concerning works to be work and the materials to be provided in and for the construction the said building have been prepared by the said architect sanctioned by concerned Authorities, approved by the parties herein and have been declared for identification by both the parties.   
  
And whereas the contractor is willing to enter into a covenant for executing said works according to Architect's said plans, specifications and drawings at actual costs plus …% profit basis.   
  
Now these presents witnesseth and the parties hereby consented as follows:   
  
1. The contractor shall construct on the said plot of land a building according to sanctioned plans, drawings and elevations and complete all such works with best quality material and in the most durable and workmanlike way, satisfying the said architect and will in all respects complying with and obeying by the true intent and manner of said specifications, plans, drawings and elevations and of this covenant.   
  
2. The contractor will complete and finish the said building on or before the …..day of ……and if said building shall not be completed on or before the said date the contractor shall forfeit, moneys as shall be due to him due to this covenant, the sum of Rs. …..daily which shall elapse after the ….day of date …. until the said building shall be completed. Provided that if the contractor is resected by strike among workmen or due to any eventuality beyond his control, the said architect may enlarge the time for completing works for such reasonable period as he may deem fit.   
  
3. On contractor becoming bankrupt or from any reason whatsoever be restricted or is delayed in continuing and completing the said works according to terms/conditions of this covenant, or does not continue with said works as satisfying said architect, it shall be legal for said architect to leave or cause to be left at usual place of business or abode of contractor, a express notice for the said contractor to continue forthwith and effectually with said works. In case the said contractor shall, for ….days after such notice is so left as stated above default in forthwith and effectually continuing with said work it shall be legal for said architect to employ any other workmen either by contractor or otherwise to continue with said works for completing same and paying to said workmen out of moneys which shall be then due to said contractor owing to this agreement, the amount of their charges for the same and for all compulsory materials to be found and provided for such completion. If amount of balance to the credit of contractor be enough in meeting such charges for such workmen and materials then in that case the said contractor shall and will make good by paying such deficiency on demand.   
  
4. If said architect shall at any time/times think any of workmen engaged by said contractor on works being incompetent or acting improperly it shall in every such case be legal for the said architect to terminate such workmen and the said contractor shall without delay replace workman in his place.   
  
5. In some materials brought on said premises by said contractor shall be thought by said architect as unfit or in any way in proper, the said contractor on express notice to him or his foreman on the premises served by the said architect cause the same to be removed from the ground and continue the said works with materials comparing with the specifications/instructions approved by said architect and not removing by … days after such last stated notice, it shall be legal for said architect to cause to be removed to such place as he may think fit without answering or accounting for the loss/damage that shall accrue to any materials so removed and to cause proper materials to be replaced for the same, and paying all expenditures relating with such removal and replacement out of moneys becoming due to said contractor due to this covenant.

6. If said architect think any part of said works to have been done in an unfit and improper way, the said contractor will cause the same at once to be put down and executed in a proper way satisfying of the said architect without any extra charge or expense whatsoever.

7. If said architect or the owner shall think fit at any moment or times for making any additions or alterations or omission in the works hereby contracted for, he or they shall served the said contractor express directions for such alterations or omissions signed by said architect. Any extra charge by CONTRACTOR relating to such alterations if certified to be correct by architect shall be payable in the same way and at the same time as after it stated for paying the ultimate balance of said sum not exceeding sum worked at the consented rate.

8. Any damage emerging from carelessness or accidents of workmen or otherwise to said work hereby contracted for or to materials or tools therein used or to the workmen shall be borne and made good effectually by the said contractor at his own charges and costs.

9. The contractor shall use in construction best quality materials according to specifications stated herein.   
  
10. The CONTRACTOR will not without agreement of said architect engage any sub-contract for executing works hereby contracted for or any portion thereof nor allot or underlet the present contract or any portion thereof.

11. Although anything contained herein it will be sole liability of the contractor to obey the enactments of law relating to construction of said building according to these presents and the contractor hereby undertakes to keep the owner compensated and with out harm against any action, claim damages,, loss, expenses howsoever emerging for any contravention of any mandatory enactments, rules/regulations or any term of this covenant.

12. The contractor shall be paid Rs. ………… as his remuneration for the supervision made material used labour supplied and for above said building. The payment schedule for construction will be made in the following way: Rs. …………..shall be paid per month of building work proceeding the first instalment to be paid on date……and thereafter by same date….of each future month of building work being done and the balance, if any, within three months of completing building, provided that in case of each payment architect certify that the work/materials to be enough amount shall have been executed done or provided by the said contractor to the satisfying the said architect. Provided too that the said contractor shall not get payment or receive the balance amount or his remuneration til the said architect shall certify with his own hand that whole of the said works have been finished and completed satisfying him and Completion Certificate from Authorities has been got. The decision of the architect shall be final and binding on parties.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_.   
  
DATE:   
  
PLACE:   
  
WITNESSES:-   
  
1. OWNER …………………

2. CONTRACTOR ………………………..

**Agreement for Hire-Purchase of a Car through a Finance Company**

THIS AGREEMENT made at.................. this................... day of............. 200\_

between

A S/o...........

R/o...................

(Hereinafter called the owner) of the FIRST PART

and

BS/o.......

R/o...................

(Hereinafter called the hirer) of the SECOND PART and

C S/o..........

R/o...................

(Hereinafter called the dealer) of the THIRD PART.

WHEREAS the hirer is desirous to purchase a car and he has approached the dealer to sell the car to him and to arrange the finance for the purchase of the car.

AND WHEREAS the dealer after satisfying about the creditworthiness of the hirer, has requested the owner to purchase the car more particularly described in the Schedule hereto (hereinafter called the said car), in order to let the same to the hirer under a hire-purchase agreement.

AND WHEREAS the owner has acquired the said car from the dealer for the abovementioned purpose and in consideration of the above, the dealer has agreed to guarantee the payment of the hire by the hirer in accordance with the terms of hire-purchase agreement.

WHEREBY IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The owner shall let and the hirer will take on hire the car more particularly described in the Schedule on the following terms and conditions.

2. The hirer shall pay to the owner on the execution of these presents for the option to purchase herein contained the sum of Rs............ and for which credit will be given if the said car be purchased in accordance with the terms of this agreement and will pay to the owner at his address for the time being and without demand the sum of Rs............ every calendar month by way of rent for the hire of the said car, the first payment to be made on the......... day of............. and each subsequent payment on the 10th day of every succeeding month.

3. The hirer during the continuance of the hiring, will not sell, assign, pledge, mortgage, underlet, lend or part with the possession of the said car or otherwise deal with the said car and will not take the same out of the city of............. without the previous consent in writing of the owner.

4. The hirer during the continuance of the hiring shall keep the said car in good repair condition and working order (reasonable wear and tear excepted) and will permit the owner, his servants or agents to have access to the said car for the purpose of inspecting the condition thereof. The hirer shall pay all licence fees, road tax, fees and duties payable in respect of the said car.

5. The said car shall be insured by the hirer in the joint names of the owner and the hirer against loss or damage by fire, accident, third party risks and riot risks in the sum of Rs............. with the Insurance Company Ltd. and the hirer shall pay punctually the premiums and all moneys payable in respect of such insurance.

6. The hirer may at any time terminate the hiring by returning the said car at his own cost and risk to the owner at his place of address for the time being.

7. If the hirer shall make default in payment of any monthly sum payable hereunder for............ days after the same shall have become due or shall fail to observe the terms and conditions of this agreement or if the hirer becomes bankrupt or a receiver is appointed of his property or if distress or execution is levied against his property or if the hirer shall do or cause to be done or permit or suffer any act or thing whereby the owner's rights in the said car may be prejudiced or put in jeopardy, the owner may without prejudice to the owner's claim for arrears of hire or damages for breach of this contract, terminate the hiring without notice and retake possession of the said car and it shall be lawful for the owner, his agents or servants to enter upon any premises where the said car may be and seize and take possession thereof. And on determination of the hiring as aforesaid the hirer will remain liable for the arrears of hire, payment or for damages for breach of this agreement and the owner may enforce such claim by action or otherwise.

8. The hirer shall use the said car for his private use only and will not allow the same to be used as a taxi or for commercial purpose.

9. The hirer has examined or has caused to be examined the said car and satisfied himself as to its condition and running and no warranty is implied on the part of the owner as to the quality or state of the motor vehicle as to its fitness for any purpose, whatsoever.

10. The hirer and the guarantor shall execute by way of collateral security a promissory note with joint and several liability in favour of the owner for total hire payable for the said car and in the event of the hirer making a default in payment of any sum due under this agreement, the owner shall be entitled to transfer or negotiate the said note and the transferee or holder shall take the said note free from equities and defences as a holder in due course.

11. The hirer will be liable to pay all taxes, rates, levies, licence fees or any other charges, fines or imposition levied by the Government or local body or other authority in respect of the said car and on this transaction.

12. The owner agrees to permit the hirer to have the registration of the said car in his own name in terms of the provisions of Motor Vehicles Act, 1988 and the Rules framed thereunder; provided that the hirer shall transfer the registration of the said car in the name of the owner whenever demanded by the owner to do so.

13. The agreement is personal to the hirer and the rights of the hirer shall not be assignable in favour of third party.

14. If the hirer shall duly perform and observe all the stipulations and conditions in this agreement contained on his part to be performed and observed and shall pay to the owner monthly sums by way of rent amounting together with the sum paid for the option to purchase to the sum of Rs.............. and shall also pay all other sums of money which may become payable to him by the hirer under this agreement, the hiring shall come to an end and the said car shall become the properly of the hirer and the owner will assign and make over all his rights and interest in the same to the hirer but until all such payments as aforesaid have been made, the said car will remain the property of the owner.

15. Any delay, neglect, indulgence or forbearance on the part of the owner in enforcing any terms or conditions of this agreement shall not prejudice the strict rights of the owner hereunder.

16. In consideration of the owner letting the said car to the hirer as hereinabove, the surety hereby guarantees the due payment of the rents and all other sums of money which may become payable by the hirer under these presents and the performance and observance of the said agreements and conditions by the hirer and the surety agrees that this guarantee will not be prejudiced by the owner neglecting or for- bearing promptly to enforce this agreement against the hirer or giving time for the payment of the rents when due or delaying to take any steps to enforce the observance or performance of the said agreement.

17. Any notices required to be given herein shall be given to the parties hereto in writing and by either Registered Post Acknowledgment parties due or by hand delivery at the addresses above mentioned or at such other addresses as the parties hereto may hereafter substitute by notice in writing.

18. In case of any further dispute the parties to the agreement will refer the dispute to Arbitration under the Arbitration & Conciliation Act 1996.

IN WITNESS WHEREOF, the parties have hereunto set and subscribed their respective hands on the date and year above mentioned.

The Schedule above referred

Signed and delivered by the within named owner

Signed and delivered by the within named hirer

Signed and delivered by the within named surety

WITNESSES;

1.

2.

**AGREEMENT TO SELL SHARE IN PARTNERSHIP**

THIS AGREEMENT OF SALE is made the \_\_\_\_\_\_\_\_\_\_.day of \_\_\_\_\_\_\_\_\_\_\_\_ in the year 20 \_\_\_\_\_\_\_\_\_\_\_\_,

BETWEEN

Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

aged about \_\_\_\_\_\_\_\_\_\_\_\_ years,

son of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

resident of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter called the Seller) of the one part AND

Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

aged about \_\_\_\_\_\_\_\_ years,

son of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter called the Purchaser) of the other part.   
  
WHEREAS the Seller and the Purchaser under a deed of partnership, dated \_\_\_\_\_\_\_\_\_\_\_\_, were and are till date partners in the business known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, run on and from \_\_\_\_\_\_\_\_\_\_\_\_;   
  
AND WHEREAS the Seller was the financing partner and all machinery, tools and finances, including the premises in which the firm and factory was housed belonged to and had been provided to the partnership by the said Seller;

AND WHEREAS the Seller is desirous of retiring from the said business and the Purchaser although keen to purchase the share of the Seller has no finances immediately available to do so.   
  
NOW, THEREFORE, THIS AGREEMENT WITNESSES as under:

1. That the Seller and the Purchaser have together valued the assets and liabilities, book debts, credits, stocks, outstandings, goodwill and the market value of the premises in which the business and factory is housed and both are agreed that the share of the Seller in the said partnership is of the value of Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as detailed below:

Seller’s share in the goodwill Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller’s share in the remaining assets after taking

into account all liabilities Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Value of the building and premises Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total: Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. That by this deed the partnership existing between the Seller and the Purchaser under deed of agreement, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is hereby dissolved and no party owes to the other anything in regard to the said dissolved partnership. All book debts and credits, whether due from the partnership or by the partnership shall on and from the date hereof be paid or realisable by the Purchaser, who assumes full responsibility and acquires full rights thereto. The Seller shall not have to pay nor have the right to realise any sums of money due from or to the partnership.   
  
3. That by virtue of this agreement the Purchaser acquires the right to purchase, free of all encumbrances, and the Seller shall be bound to sell, free of all encumbrances, his entire share in the said dissolved partnership at the agreed price of Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the manner and within the period hereinafter agreed.

4. That in consideration of this agreement, the Purchaser has this day paid to the Seller the sum of Rs \_\_\_\_\_\_\_\_\_\_\_\_, which sum the Seller hereby acknowledges as having received and the balance amounting to Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.the Purchaser shall pay in instalments of Rs \_\_\_\_\_\_\_\_\_\_\_\_ every month on or before the 15th of each month till final liquidation. The entire sum to be liquidated not later than two years from date.

5. That on the date the last instalment is paid by the Purchaser to the Seller, the Seller shall at the cost of the Purchaser execute and register a sale deed for the entire property sold, including the building and premises occupied by the business and factory, more specifically described and detailed in the Schedule hereto and thereafter the Purchaser shall acquire full rights of ownership over the said property hereby agreed to be sold.

6. That during the period from date till final liquidation and sale of the property, the entire share, consisting of machinery, tools, business and factory premises and building shall be in the possession and control of the Purchaser in the capacity of a licensee of the Seller. The licence shall be revocable at the option of the Seller only in case the Purchaser refuses, neglects or is unable to pay any two instalments or the costs of the sale deed or for any other reason does not get the sale deed executed and registered by the Seller.

7. That during the said period of two years or till the sale deed is not executed the Purchaser shall be liable to pay all taxes in and upon the said building and premises and to maintain the same and the machinery and tools in good and proper condition.

8. That in the event of the Purchaser backing out of the transaction or the proposed sale failing for no default of the Seller or the Purchaser defaulting in any two instalments of the purchase price and the Seller exercising his option to revoke the licence the following consequences ensue:   
  
(a) the right of the Purchaser to buy the property agreed to be sold terminate;   
  
(b) the Purchaser shall surrender possession of all property that is, machinery, tools, building and premises, list whereof is given in the Schedules hereto in as good a condition as he received it on the date of this agreement, within 30 days of the revocation of the licence by the Seller and on failure the Seller may enforce his rights through Court at the cost of the Purchaser.   
  
(c) the sum of Rs \_\_\_\_\_\_\_\_\_\_ received today by the Seller shall stand forfeited and shall not be refundable to the Purchaser;

(d) the amount received by the Seller in excess of the first payment (that is, in excess of the sum received today) shall, after deduction of such amounts as are payable by the Purchaser under this agreement and mentioned in para 7, above or which may be deductible on account of deterioration, loss and damage to machinery and tools and 10% on account of depreciation in building value, be refunded by the Seller to the Purchaser and in default the Purchaser may enforce payment through Court at the cost of the Seller.

9. That it is further agreed and understood that the expressions, ‘‘the Seller’’ and ‘‘the Purchaser’’ herein used, unless repugnant to the context shall include the heirs, successors and assigns of the parties.   
  
IN WITNESS whereof the said \_\_\_\_\_\_\_\_\_\_., the Seller and the said \_\_\_\_\_\_\_\_\_\_, the Purchaser, have hereunto signed at \_\_\_\_\_\_\_\_\_\_ the day and the year first above-written.   
  
Witnesses:   
  
Sd. \_\_\_\_\_\_\_\_\_\_   
  
Seller.   
  
1. Sd. \_\_\_\_\_\_\_\_\_\_   
  
2. Purchaser.   
  
Schedule of immovable property agreed to be sold.   
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 

Schedule of machinery and tools 

in and upon the factory and business.   
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.   
  
Sd \_\_\_\_\_\_\_\_\_\_   
  
Seller.   
  
Sd\_\_\_\_\_\_\_\_\_\_ 

Purchaser.   
  
  
  
Note.—This document is an agreement and a deed of dissolution, Consequently it should bear stamp duty under Articles 5 and 46(P) of Schedule I-B of the Indian Stamp Act, 1899.

**AGREEMENT BETWEEN PUBLISHER AND AUTHOR**

The Memorandum of agreement made

Between   
  
BCR& Co. Ltd, a Company with incorporated under the Indian Companies Act and with its registered office at ………………………………….……………… (after it called the publishers) which expression shall, unless excluded by or contrary to the context, include the said its heirs in the business (as the case may be) of the One Part

AND   
  
Mr. ATUL DESHMUKH of …………………………………………………………………………………………………..…………. (Address) (after it called the author which expression shall, unless excluded by or contrary to the context, include the said Mr. ATUL DEHMUKH and his successors, executors, administrators and assigns) of the Other Part.

Whereas the author has written an original work bearing title Publishers' Companion and being owner of the copyright therein.

Now it is hereby consented by and between the parties hereto as follows:   
  
1. The author allows to the publishers the sole over exclusive right in printing and publish said work in book form in the whole world for all editions including reprinted editions.   
  
2. The author defends that the said work being original work and that the author being owner of copyright therein and that he has not made any allotment or sanctioned any licence relating any of the rights concerning the subject-matter of this agreement and that the said work has not been published.   
  
3. The author shall not make any allotment of the rights to print and publish the said work in the whole world or sanction any licence to print and whole work or any part thereof in the territories of the world without the express agreement of the publishers.

4. The time when a reprinted/new edition will be published is to be adjudged by the publishers. The terms/conditions for such new edition/reprinted edition will be alike as those of this agreement. In such eventuality, the author shall opt for editing and preparing the same for the press. provided always that in case of the author's incapability or demise, the publishers shall be free to get it revised by some other person of publisher's choice and will bear the right in using the name of author in that and all future editions as used before hand in the first edition. The revision/editing charges will, however, be debited to the AUTHOR.

5. The author undertakes in handing over the complete typescript in orignal of said work to publishers ready for the printers.

6. The publishers consent to print/publish the said work per their own cost, subject to ratification of the typescript.   
  
7. The number of copies of said work to be printed, distributed and/or presented in every edition shall be adjudged by the publishers.

8. That before intimation of, minimum one year, should be given by the author to the publishers expressly if the author adjudges to sell/present the copyright of the said work to someone. In that case such assignment shall be subject to terms/conditions for publication of subsequent editions and reprinted editions contained herein.

9. The author will neither write nor revise any other comparative book against the said work for any other publishers or publish any similar book against the said work either by himself or otherwise.   
  
10. The publishers pay to the author during the lawful period of his copyright the following royalties/fees:   
  
(a) On every edition published in whole world, excepting otherwise laid in this covenant, a royalty at the rate of …% (…. per cent) of the published price for the first ….hundred copies vended in India; …. % (……….. per cent) of the published price for the next seven hundred copies vended in India; and ..% {…. per cent) for all copies vended in India thereafter.

(b) On each copy vended outside India …% (… per cent) of the actual amount received from vending. provided always that royalties/fees shall only be paid on amounts received actually by the publishers and no royalties and fees shall be paid relating any copies given away for review or other purposes, destroyed by fire, water, enemy action, in transit or accident.

11. The publishers will prepare annually statement of accounts giving the sales of said work and will pay to the author, or his legal representatives.

12. That author warrants that the said work:

(a) Having nothing of a defamatory, libellous or obscene character or otherwise actionable act law; and   
  
(b) In no way whatsoever infringing or violating any subsisting copyright or any proprietary/other actionable rights of others and that the author and the author's legal representatives shall and will compensate against all loss/damage whatever to be occurred or sustained including any lawful costs or expenditures spent by the publishers due to any contravening of this warranty. Provided always that the publishers shall bear the right without prejudicing their other rights in this clause to amend the text of said work as they consider proper for removing any passage which in their complete discretion or as advised by their legal advisers may be thought actionable at law.

13. The copyright in said work shall be the property of author.

14. The proof sheets of the said work shall be rectified by author.

15. The publishers shall submit the author … (……..) copies of said work per every edition gratis.   
  
16. The author shall compile the contents, the table of cases, the table of mandates and the subject index, etc., ready for printers and will hand over the same to the publishers by two weeks from date of receiving printed pages of the text of the said work. provided always that in the case of the author's incapability or not doing same, the publishers shall be free in selecting any other person per their choice to doing the same and fix his remuneration and such charges shall, however, be debited to the author,   
  
17. If the publishers shall think of breaching of copyright in said work, the publishers shall be freely adopt such steps as thought compulsory for dealing with the matter, and if they want to take proceedings they shall allowing the author an understanding for paying all costs/expenses and to compensate the author against all responsibility costs, be able to use the author's name as a party to such proceedings, but at the same time to settle or compromise for controlling as they deem fit. Any profits/damages which may be recovered relating any such breach of copyright shall, after deducting all costs/expenses, be equally divided between the author and the publishers.   
  
18. If at any time any controversies or question shall emerge touching the meaning or effecting this Agreement or any clause or thing therein having relating the rights or responsibilities of the parties hereunder, the same shall be referred to the arbitration in accordance to the enactments of Arbitration and Conciliation Act 1996.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_.   
  
Signed, sealed and delivered by Director Mr. ............ pursuant to Board resolution of AB & Co Ltd., dated............   
  
Signed, sealed and delivered by Mr. ATUL DEHMUKH author

DATE:   
  
PLACE:   
  
WITNESSES:-   
  
  
  
1. Ms. BCR& Co.

2. Mr. ATUL DESHMUKH.

**Exclusive Distributorship Agreement**

This agreement made and entered into day of by and between ......................... INC, a corporation duly organized and existing under the laws of Taiwan with its principal place of business at Taipei Taiwan (hereinafter called Seller )

and

.................................... LIMITED, a company registered under the Companies Act, 1956 with its principal place of business at .............................................. NEW DELHI, INDIA (hereinafter called Distributor ).

Whereas Clause

WHEREAS, Seller is desirous of exporting the products stipulated in article 4 hereof to the territory stipulated in Article 3 hereof and WHEREAS , Distributor is desirous of importing from Seller and selling the said products in the said territory; NOW, THEREFORE, in consideration of the promises and the mutual covenants to be faithfully performed herein contained, IT IS HEREBY AGREED AND UNDERSTOOD AS FOLLOWS:

Article 1. Appointment

During the effective period of this agreement, Seller hereby appoints Distributor as its exclusive distributor and Distributor accepts and assumes such appointment.

Article 2. Privity

The relationship hereby established between Seller and Distributor during the effective period of this Agreement, shall be solely that of Seller and Distributor has no authority to assume or create any obligation in the name of or of any kind on behalf of Seller.

Article 3. Territory

The territory covered under this Agreement shall be expressly combined to entire territory of INDIA. (hereinafter called territory ).

Article 4. Products

The products covered under this agreement shall be expressly confined to Uninterruptedly Power Supply (UPS) (hereinafter called Products).

Article 5. Prices

As applicable from time to time and conveyed by the Seller to the Distributor in writing & Distributor giving its consent in writing to the Seller.

Article 6. Technical Improvement and Patent Application

During the term of this Agreement, Seller shall furnish to Distributor any technical improvements and inventions relating to the Products made by Seller without any delay and free of charge. As Seller has right to apply for the issuance of patents thereon, Distributor agrees to make reasonable efforts to obtain such protection in India. During the term of this Agreement, Distributor agrees to furnish to Seller all technical improvement and inventions related to the Products required by Distributor without any delay and free of charge in consideration of services in Article 6-1 above.

Article 7. After Sale Service

Seller will provide one year full guarantee to Distributor after the shipping date. In case of faulty Products, Seller shall replace the faulty units with new All-in one PCB. Distributor shall send faulty PCB back to Seller for repairing. Whenever Seller has received a complaint as to the products from distributor, Seller shall immediately make investigation and take a proper action.

Article 8. Exclusive Right

In consideration of the exclusive right herein granted, Distributor shall not purchase, import, sell, distribute or otherwise deal in any products competitive with or similar to Products in Territory, and Seller shall not offer, sell or export Products to Territory through other channel than Distributor during the effective period of this Agreement. The Seller shall not provide assist, supply directly or indirectly to the technical details of the products to anyone in the Territory.

Article 9.Minimum Purchase

Distributor shall purchase at least US$ ........................(U.S. Dollar .....................only ) of product during one (1) year ( 12 months ) during the effective period of this Agreement and its extension thereof, if any.

Article 10.Individual Contract

Each individual contract under this Agreement shall be subject to this Agreement but such contract shall be concluded and carried out by Seller's sale note or confirmation which shall set forth the terms, conditions, rights and obligations of the parties hereto arising from or in relation to or in connection with such contract except those stipulated in this Agreement.

Article 11. Payment

Payment by either irrevocable letter of credit or remittance by telegraphic transfer through bank. Letter of credit: Within 7 days after the receipt of Seller's confirmation of order, Distributor shall cause irrevocable confirmed Letter of Credit(s) available by Seller's sight draft to be established with a prime bank satisfactory to Seller. Remittance by Telegraphic Transfer. Payment shall be received by Seller 7 days prior to shipment effect.

Article 12. Information and Report

Both Seller and Distributor shall periodically and/or on the request of either party furnish information and market reports to each other to promote the sale of Products as much as possible. Distributor shall give Seller such reports as inventory, market conditions and other activities of Distributor.

Article 13. Sales Promotion

Distributor shall diligently and adequately advertise and promote the sale of Products throughout Territory. Seller shall furnish with or without charge to Distributor reasonable quantity of advertising literatures, catalogues, leaflets, folders etc.

Representatives of Seller may periodically visit Distributor and advise Distributor in methods and means best suited to promote the sale of Products throughout Territory.

Article 14. Industrial Property Rights

Distributor may use the trade-mark(s) of Seller during the effective period of this Agreement only in connection with the sales of Products, provided that even after the termination of this Agreement Distributor may use the trade-mark(s) in connection with the sale of Products held by it in stock at the time of termination. Distributor shall also acknowledge that any and all patents, trademarks, copyrights and other industrial property rights used or embodied in Products shall remain to be sole properties of Seller, and shall not dispute them in any way

.Article 15. Duration

This Agreement shall become effective on the day appearing at the first above written upon the signing of both Seller and Distributor and shall remain effective for a period of one year. At least three (3) months before the expiration of the term, Seller and Distributor shall consult with each other for renewal of this Agreement.

Article 16. Prohibition of sale outside Territory

Unless prior notice and approved by Seller, Distributor shall not sell or export, nor cause any other person, firm or corporation in Territory to sell or export Products outside Territory during the effective period of this Agreement.

Article 17. Assignment

Neither party shall assign and/or transfer this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the other party.

Article 18. Observance of Secrecy

Both Seller and Distributor shall keep in strict confidence from any third party(s) and all important matters as to the business affairs and transactions covered by this Agreement.

Article 19 .Notice

All notice which may or shall be given under this agreement shall be made by registered airmail or cable to the address mentioned below or to such address as are notified in writing by the parties hereto. If either party has changed its address, a written notice thereof shall be given to the other party. All notices shall also be deemed to have been given on the day when deposited in post.

TAIPEI 10560 TAIWAN,R.O.C.

Article 20. Assembling

To secure regular supplies in the territory, if both the parties agree, the seller shall provide all parts of the product to assemble the product in the territory. If the Seller wish to establish its manufacturing unit in the territory, the Distributor shall be given preference to establish such unit.

Article 21. Governing Law & Arbitration

This Agreement shall be governed and interpreted by the laws of India. In case that any dispute or controversy arises out of or in relation to this Agreement between both parties shall be settled amicably but, in case of failure, these disputes or controversies shall be finally settled in London by arbitration in accordance with International Commercial Arbitration Association where the award shall be final binding upon the parties hereto.

Article 22. Entire Agreement

This Agreement constitutes the entire and only agreement between the parties hereto and supersedes all previous negotiations, agreements, commitments relating to the sale of Products and shall not be released, discharged, changed or modified in any manner, except by instruments signed by duly authorized officer or representative of each of the parties hereto. IN WITNESS WHEREOF, the parties hereto have caused this Agreement in English and duplicate to be executed by their respective duly authorized officer or representative as of the day first above written

.......................................... INC.

**[SELLER]...............................................LTD.**

**[DISTRIBUTOR]**

**WITNESSTH**

**MODEL OF AGENCY CONTRACT**

This agreement is executed on this.........................................................................................day of....................................................between..................................................... (principal)

(hereinafter called “the principal”) of the one part and........................................... (agent)

(hereinafter called “the agent”) of the other part.

Whereby it is agreed between the parties as follows:

1. That the agent is hereby appointed as the sole agent of the principal for the

town............................... (in the District of) (hereinafter called “the agency town”) for

the purpose of making sales of the products/goods of the principal for a term of.............................. years commencing from the date hereof on the terms and conditions set forth hereunder.

2. That the agent shall not, while selling the products/goods of the principal make any representation in the trade or give any warranty other than those contained in the principal’s printed price list.

3. That the agent shall be allowed to deduct and retain as his agency commission with

himself.................per cent of the list price of all products/goods sold on behalf of the principal. The agent shall keep a record of all sales and shall regularly remit to the principal on each Saturday all sums received by the agent in respect of such sales less.................. per cent his agency commission. All sales shall be made for cash against delivery of goods unless the principal’s consent in writing to give credit to any particular purchaser be in any case first obtained and in the case of such credit sales the principal may direct for such increase in the price of his products/goods over and above the current list price of the principal.

4. That the agent shall not make purchases on behalf of or in any manner pledge the credit of the principal without the consent in writing of the principal.

5. That the agent shall, at the expense of the principal, take on rent and occupy for the purpose of the agency, suitable premises with prior approval of the principal and shall keep insured for full value against all available risks, all the goods entrusted to his custody by the principal under this agreement and on request, shall produce to the principal, receipts, for the rent, rates and taxes of the said premises and for the premiums on insurance policies showing that the same have been paid on or about their respective due dates. That the agent shall bear all expenses relating to or incidental to the said agency.

6. That the agent, while selling to persons in the trade, shall obtain the purchaser’s

signature to an agreement to the following effect:

(i) That the said products/goods of the principal shall not directly or indirectly be re-sold outside the agency district.

(ii) That the said products/goods of the principal shall not be re-sold to the public below the price list for the time being.

7. That the agent shall, in all his commercial dealings and on documents and on the

name-plate or letter-head indicating his place of business, describe himself as selling

agent for the principal.

8. That a breach of the condition in clause 6 hereof shall entitle the principal to put an end to this agreement forthwith and also to recover from the said agent by way of liquidated damages the sum of Rs............................... for each such article sold in breach of such clause. The agent undertakes that all purchasers to whom he may sell the principal’s goods shall duly enter into, and carry out the aforesaid agreement referred to in clause 6 hereof for the purposes of this agreement be deemed to be a breach of clause 6 of this agreement by the agent and give the principal the rights and remedies against the agent for breach by the agent of this agreement.

9. That the principal shall keep with the agent a stock of his goods free of all expenses of delivery to the value of Rs............................... according to the principal’s current price list and the principal further undertakes to replenish such stock on the close of each month so as to keep it at the agreed value. Provided always that the agent shall have no right of action against the principal for delay resulting from shortage of stock, delays in transit, accidents, strikes or other unavoidable occurrences in replenishing such stock. The principal shall always have the right, without any prior notice, to cause a stock checking of the said products/goods and on any shortage or deficiency found on such stock-taking the agent shall on demand pay to the principal the list price of such shortage or deficiency less the deduction by way of commission or rebate receivable by the agent. The agent shall not alter, remove, or tamper with the marks or numbers on the products/goods so entrusted into his custody.

10. That the agent shall not sell the goods of the principal to any purchaser except at current price list of the principal conveyed by him from time to time. The agent may, however, allow a discount or rebate of.........per cent.

11. That in the event of any dispute arising between the agent and a purchaser of the products/goods of the principal, the agent shall immediately inform the principal of the same and shall not without the principal’s approval or consent in writing take any legal proceedings in respect of or compromise such dispute or grant a release to any purchaser of the products/goods of the principal.

12. That either party may terminate this agreement at his option at any time after the

expiration of...... years by giving the other one month’s notice in writing.

13. That the benefits under this agreement shall not be assignable to any other person.

14. That the agent shall always, during the existence of this agreement, devote his whole business time and energy for pushing the sale of the products/goods of the principal and shall in all such dealings act honestly and faithfully to the principal and shall carry out orders and instructions and shall not engage or be interested either directly or indirectly as agent or servant in any other business or trade without the prior consent in writing of the principal.

15. That on the termination of his agreement for any reason whatsoever, the agent shall not for the period of one year solicit trade orders from the persons who had been purchasers of the products/goods of the principal any time within.................. years immediately preceding the date of such termination and the agent shall not for a period of one year engage or be interested as agent or servant in any business, firm or company manufacturing, selling or dealing in products/goods similar to those of the principal.

16. That all products/goods shall be sold by the agent for delivery at agent’s place of business but the agent shall, at his own expense, have the right to deliver products/goods to purchasers at their places of business.

17. That without prejudice to any other remedy he may have against the agent for any breach or non-performance of any part of this agreement, the principal shall have the right summarily to terminate this agreement:

(i) on the agent being found guilty of a breach of its provisions or being guilty of

misconduct or negligence of his duties; or

(ii) on the agent absenting himself from his business duties entrusted to him under

this agreement for...................................... days without the principal’s prior

permission in writing; or

(iii) on the agent committing an act of bankruptcy.

18. That in the event of any dispute arising out of or in relation to or touching upon the agreement, the same shall be decided by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 by the Arbitrator appointed with mutual consent.

1. The award of the Arbitrator shall be final, conclusive and binding upon the Parties, and the provisions of the [Indian] Arbitration and Conciliation Act, 1996 shall apply.

2. The rights and obligations of the Parties under, or pursuant to, this Clause, including the arbitration agreement in this Clause, shall be governed by and be subject to Indian law, and the agreement shall be subject to the exclusive jurisdiction of the courts at \_\_\_\_\_\_\_\_\_\_\_\_\_. (place to be named as per the agreement between the parties).

19. That the principal shall be entitled to terminate this agreement by one month’s notice in writing to the agent in the event of his ceasing to carry on the said business of the principal.

20. That on the termination of this agreement for whatever reason, the agent shall forthwith deliver to the principal all the unsold stock of products/goods and shall pay to the principal for the shortages of deficiency of stock at price list less commission and rebate allowable to the agent. The agent shall also deliver to the charge of the principal all books of account and documents of the agency, cash, cheques, bills of exchange or other securities he may have received during the normal course as a result of sales of the products/goods of the principal and shall transfer, assign or negotiate in favour of the principal all such securities on demand.

IN WITNESS WHEREOF the parties have signed this deed.

Witness: Principal

Witness: Agent

**Agreement for Sale for Purchase of a Plot for Constructing Flats**

THIS AGREEMENT of sale made at

………………. on this ………….. day of …………………, 20,

between

(1) A, son of ………………….

(2) B, son of ………………………

(3) C, son of …………………….

(4) D, son of ………………………….

all residents of………………………….

hereinafter collectively called the Vendors of the ONE PART and

M/s. ………………………………………,

a company incorporated under the Companies Act, 1956 and having its registered office at ………………………,

hereinafter called the Purchaser of the OTHER PART.

WHEREAS the Vendors are absolutely seized and possessed of or otherwise well and sufficiently entitled to the plot of land bearing plot No. …………………., situated at ……………………………………………. and more fully described in the Schedule hereunder written.

AND WHEREAS the Purchaser is the builder, who is interested to purchase the plot of land for constructing the flats and the Vendors have agreed to sell the said plot of land to the Purchaser on the terms and conditions mentioned below:

**NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

(1) The Vendors will sell and Purchaser shall purchase the plot of land bearing Plot No. …………………, situated at……………………………………. and admeasuring about ………. sq. mts. more particularly described in the Schedule hereunder written. The purchase price will be calculated at the rate of Rs. 400 per sq. mtr. of the actual area of the land and the actual area of the land will be ascertained by joint measurement of the land by the representatives of both the parties.

(2) The Vendors declare that the tenure of land is freehold and the user of the said land is for the construction of the buildings including residential buildings thereon. The said plot is not subject to any assessment or tax or levy except assessment payable to ……………. Municipal Corporation and the land tax payable to the Government of …………….. as under:

Municipal taxes Rs. ……………….per annum

Land Revenue Rs……………………… per annum

(3) The Vendors will make out a marketable title to the said plot free from all encumbrances, charges and claims to the satisfaction of the purchaser’s advocate. The Vendors will, at their own cost, get in all outstanding estates and clear ail defects in title, encumbrances and claims on or to the property.

(4) The Vendors will within ………………… days of this Agreement deliver the title deeds of the property to the purchaser’s advocates on their accountable receipt for investigation of title to the property.

(5) The Vendors declare and confirm that the said plot is not subject to any agreement for sale or lease in favour of any person and no interest in the said plot of any nature whatsoever has been created in favour of any person. The Purchaser shall be able to commence construction on the said plot immediately on completion of sale.

(6) The Vendors hereby agree and declare that the said plot is not affected by any Town Planning or any other scheme and that no notice of requisition/acquisition has so far been served on them by Government or Municipal Corporation or any other local or public body or authority for acquisition, requisition, set back or otherwise of the said plot or any part thereof. If before the completion of the sale, it is found that the said plot or any part thereof is affected by any town Planning intended or published scheme of improvement or is affected in any manner by any intended or published scheme of the municipal corporation or any other public body or Government or is reserved for any public purpose, the Purchaser shall have a right to rescind this agreement and in that event each party shall bear and pay its own costs, provided that if the Vendors or any one of them have or has concealed any notice issued or served as aforesaid, the Purchaser will be entitled to all costs, charges and expenses incurred and damages sustained by it.

(7) The sale shall be completed within ………….. months from the date of this agreement, when the purchase price, shall be paid by the Purchaser to the Vendors. The Vendors shall execute and deliver or to be executed and delivered a proper conveyance deed in favour of the Purchaser or its nominee or nominees.

(8) If the Vendors fail to complete the sale as aforesaid, they will make good to the Purchaser all losses and damages suffered by it by reason of the Vendors default.

(9) The Purchaser hereby declares that it is purchasing the said property for building residential flats and if the Purchaser is satisfied that it will not be able to use the said plot for the construction of flats for residential purposes, the Purchaser shall have an option to rescind this agreement and in that event neither party shall have any claim against the other for costs, charges, compensation, damages or otherwise.

(10) The stamp duty registration charges and all other out of pocket expenses shall be borne and paid by the purchaser. Each party shall bear and pay its own solicitor’s or advocate’s costs.

(11) The Vendors will deliver vacant possession of the plot to the Purchaser at the time of registration of the conveyance deed.

(12) The Purchaser shall not pay any brokerage in respect of this transaction.

(13) The Vendors shall obtain necessary tax clearance certificate in pursuance of section 230A of the Income-tax Act or any other permission from the Government or any other authority required for the completion of the sale.

(14) If the sale is not completed within …………. months from the date of this agreement for no act or omission or default on the part of the Vendors, the Purchaser shall pay interest to the Vendors on the consideration amount at the rate of ………….. % per annum from the date of expiry of the said period of six months till the date of completion of the sale on the purchase price payable by it.

Schedule of property

IN WITNESSES WHEREOF, the Vendors have set their hands and the Purchaser has hereunto set its hand to these presents through Shri ………………………….. Managing Director, the day and year first above mentioned.

Signed and delivered by

(1) Shri A

(2) Shri B

(3) Shri C

(4) Shri D

the within named Vendors

Signed and delivered by M/s. ……….,

the within named Purchaser by its duly

authorised executive Shri …………………

Managing Director

WITNESSES;

1.

2.

**AGREEMENT FOR APPOINTING OF SALES AGENT**

This agreement is made on this …..…. day of …………Year…..….

Between M/s……………………………………………………………………..., a company registered under the Companies Act 1956 having its registered (hereinafter referred to as the company which expression shall unless the context requires otherwise include its heirs) of the one part   
  
And   
  
Ms. ………………………………………………………………………. (hereinafter referred to as the agent) of the other part.   
  
whereas the company is doing business, manufacturing and dealing in Computers, Computer Hardwares and Computer Softwares for the last 10 years and selling its products both in domestic and export markets.   
  
And whereas the agent was working with another company as Chief Mechanic of Computers, acquiring knowledge of repairing Hardwares and Softwares and rendering after sales service and keeping Computers in good working condition.

And whereas the agent leaving his previous company has asked the company for agency to sell the products of the company on commission basis.

And whereas the agent has declared for not working for any other company and that he wants to work as agent for selling computers with its accessories as an independent contractor.   
  
And whereas the company and the agent had discussed and negotiated concerning sale of company's products by agent in the territories covering States to……………… ……………………………………………...   
  
And whereas the parties herein have consented mutually to terms /conditions concerning sale of company's products.

Now these presents witnesseth and the parties hereby consent as follows:   
  
  
  
1. The company hereby appoints the agent being agent of the company in the States of ………………………………………………. for selling the company's products including Computers, Computer Hardwares and Computer Softwares for a period of three years beginning from 1st June2014 on terms/conditions stated hereinafter.

2. The agent shall:

(a) Try his best to promote and expand the sales of company's Computers, Hardwares and Softwares (hereinafter referred to as the "products") in the State of ..……………..………………………………… (hereinafter called the "territories") to all potential purchasers thereof and work diligently in obtaining orders therefor;   
  
(b) act faithfully and loyally and obey orders and instructions of the company and if in any case he does not get instruction in a particular matter to act in such a manner as the agent reasonably considers to be most advantageous to the interests of the COMPANY;

(c) Do not engage or being interested directly/indirectly as the principal, agent, partner, director or employee in production, sale/advertisement of goods of any detail or kind or akin to or competing with the products of the company without the prior express consent of the company;   
  
(d) not taking orders for selling to any person of the products which he known by him or has reasonably to believe are intended for re-sale outside the territories without prior consent of the company;   
  
(e) refer to the company all enquiries for products received from outside the territories as also from addresses in the territories for re-sale outside the territories;

(f) taking orders per selling goods after confirmation and acceptance by the company on usual terms/conditions;   
  
(g) not making any representation in selling goods nor giving any warranties/concessions other than those kept in the company's conditions of sale;

(h) keeping proper books of accounts/records of all enquiries and transactions concerning to the products separate from other transactions outside the agency and submit reports for the time being to the company and permit the company's authorised officer in inspecting and taking copies of such books of accounts/records;

3. The AGENT shall conduct market-survey and properly enquire on financial stability of the intending purchasers of goods and present reports to the company. The agent shall promote and attend sale of products at all Sales Exhibitions and Trade Shows after properly intimating the company particulars thereof.   
  
4. The agent shall not transfer, assign or charge his rights under these presents and in all communication with commercial documents concerning the products shall describe himself as the Selling Agent for the company's products.

5. The agent shall be defraying all expenditure as incidental to the Agency, shall not make directly or indirectly any profit or take any advantage in the selling the products and shall not leak any information concerning the company's trade secrets or know-how or marketing technique or any mode of manufacturing, selling or dealing in its products.

6. The agent covenants and agrees that the agent shall not acting as Selling Agent for other company to Computer goods akin to company's products for three years within the said territories after terminating the present agreement.

7. The company its own expense shall supply to the agent samples, patterns, catalogues, operating manuals, repairing manuals, details of parties and advertising materials as the company deems reasonably enough enabling the agent to conveniently render after-sales-service to purchasers of the products in the said territories.

8. Notwithstanding anything to the contrary contained herein the company retains to itself its right:   
  
  
  
(a) to deviate at its absolute discretion without assigning any reason there for any order or to submit any quotation or tender on any enquiry transmitted to the company by the agent;   
  
(b) In selling and supplying the company's products directly to customers in the said territories;   
  
(c) To assign and transfer its rights/obligations under this covenant to any other concern having given … days' notice to the agent.

9. It is consented if in reasoned opinion of the company the agent is not producing sufficient sales coverage in or through the said territories, the company may exclude a part of territories or otherwise vary the extent of the territories on previous notice to the agent.   
  
10. In consideration of services to be served by agent the company will pay to agent a commission of ..% on invoice price of products sold in the territories upto a sale of Rs. ..lakhs and after it ..% up to the sale of Rs. ………… and ..% on sale exceeding Rs. ………. Such commission is payable on furnishing of accounts every …… months.   
  
11. The company shall reimburse every month actual expenses of travelling, advertisements, repairs to computers sold and such other expenditure which the agent might reasonably spend concerning rendering after-sales-service and promoting sales of the company's products.   
  
12. If any customer does not pay or pay in less or returns the goods concerning which the company has paid commission to the agent, agent hereby undertakes and agrees to refund the commission received for such products.   
  
13. In addition to any other rights herein or under the law, the company shall bear the right at any time for giving express notice to agent determining the Agreement at once. if agent contravenes any terms herein or it does any act of insolvency or agent is restricted in doing his duties hereunder for ..months for any reason whatsoever or agent is guilty of any conduct prejudicing interests of the company or the agent purports to transfer the burden or advantage or charge the advantage of this Agreement.   
  
14. After terminating this covenant the agent per his own expenses promptly return to the company all samples, patterns, catalogues, advertising materials, specifications and other materials, documents and papers concerning the business of the company which the agent having in his possession or in his control.   
  
15. The waiving by company of any contravention of any of the terms of this Agreement shall not restrict the future enforcement of that term and shall not be considered a waiver of any future contravention.   
  
16. There are no other promises, terms/conditions other than those having in these presents.   
  
17. This Agreement shall be renewed after three years on the terms /conditions which might be mutually consented upon.

In witness whereof the parties have executed these presents on the day, month and year first above-written.   
  
Signed, sealed and delivered by Mr. ......................... pursuant to Board Resolution of ………... dated ……………… in the presence of witness

Signed, sealed and delivered by Mr……. on behalf of Ms. ………., the agent in the presence of witness.   
  
DATE:   
  
  
  
PLACE:   
  
  
  
WITNESSESS:-  
  
  
  
1. Ms. ………………..

2 Ms…………………………

**Agreement between an Owner and an Architect for Construction of a Building**

this agreement made at ......... on this ....... day of........ 2000

and ..........

between

A, son of Shri X residing at ..........

(hereinafter called "the Employer" which expression, unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, administrators, executors, legal representatives, successors and assigns) of the ONE PART

and Shri........... ......... carrying on business in the partnership name and style of M/s ......... , having their place of work at .......... (hereinafter called "the architects" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include every partner for the time being of the said firm, the survivor or survivors of the legal representatives, administrators and assigns of the last survivor) of the OTHER PART.

where as the employer is desirous of constructing a building for his residence at ..............

and Whereas the employer is desirous of appointing the architects as architects for the said building (hereinafter referred to as the "said works") and Where as the architects have accepted the said appointment on the terms and conditions hereinafter contained.

Now, therefore, it is hereby agreed by and between the parties hereto as follows:-

The employer appoints M/s............ Architects, as architects for the said works.

2. The architects shall render the following services in connection with and in regard to the said works:-

a.      Preparation of sketch designs (including carrying out necessary revisions till the sketch designs are finally approved by the employer), making approximate estimates to enable the employer to take a decision on the sketch designs;

b.     Submission of the site plans and other drawings to the municipal corporation ........... and obtaining its approval;

c.      Preparation of architectural working drawings, making structural calculations and preparing all structural, mechanical, sanitary, plumbing, drainage, electrical drawings, specifications, detailed estimates of cost or such other particulars as may be necessary for the preparation of bills of quantities;

d.     Preparation of landscapes and planting drawings;

e.      Preparation of six copies of the contract documents including all drawings, specifications, bill of quantities, or other particulars and such further details and drawings, as are necessary for the proper execution of the works; (f)Supervision and inspection of the said works by the general contractor, sub-contractor, consultant, etc. that may be engaged from time to time by visiting the site periodically;

f.      To check measurements of works at site, checking contractor's bills, issuing periodical certificates for payment and passing and certifying accounts, so as to enable the employer to make payments to the contractors and making adjustment of all accounts between the contractors and the employer;

g.     Submission of detailed account of the steel, cement and any such other material as the employer may specify, and certify the quantities utilised in the works;

h.      Obtaining of building completion certificate and securing permission of Municipal Corporation or other authority for the occupation of the building and obtaining refund of deposits, if any, made by the employer to the Municipal Corporation or other authority;

i.       Any other service connected with the said works usually and normally rendered by architects and not referred to in any of the items referred to above.

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3. The architects shall submit to the employer the sketch plans, tender documents, etc. within the period stipulated in the Schedule hereto annexed.

4. The architects shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenanted to be performed by them and shall exercise such general superintendence and inspection in regard to the said works as may be necessary to ensure that the work is being executed in accordance with the working drawings and specifications aforesaid and that the work is free from defects and deficiencies. The architects shall be fully responsible for the structural soundness of the works.

5. The construction cost shall not exceed Rs. ........... per square meter and should conform to the norms of ......... The construction cost shall not include:-

a.      cost of land;

b.     architects fees;

c.      any services relating to fitting or fixtures not designed by the architects; and

d.     soil testing fees.

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6. The architects shall not make any deviation, alteration, addition or omission from the approved drawings without the prior written consent of the employer.

7. The architects shall on the completion of the work supply to the employer at their expenses two copies of one-eighth scale drawings (one of which shall be in tracing cloth); two complete sets of structural drawings and two sets of drawings sufficient to show the main lines of drainage, electrical installation and other essential services.

8. The architects shall arrange for taking trial bores, test pits, or other preliminary tests required to be carried out before the commencement of the said works and submit their report to the employer. The cost of carrying out such tests shall be borne by the employer.

9. The architects shall prepare a comprehensive program of work in consultation with the contractors, and arrange to have the work completed in an expeditious manner and in accordance with the program drawn up.

10. The architects shall, at their own expenses engage a qualified (i) Electrical Engineer; and (ii) Sanitary, Drainage and Water Supply Consultant with the qualifications and experience approved by the employer to assist them in their work.

11. Either party may terminate this agreement at any time by giving a written notice of two months to the other party. Even after the termination of their employment, the architects shall remain liable and be responsible for due certification/approval of any bills submitted by the contractors at any time, in respect of the work, executed before the termination of the architect's appointment; but shall not be entitled to additional remuneration therefor. If the architects shall close their business or die or become incapacitated from acting as such architects, then the Agreement shall stand terminated. If the architects fail to adhere to the time Schedule stipulated in the Schedule hereto annexed or the extended time which may be granted by the employer in its sole discretion, or in case there is any change in the constitution of the firm of the architects for any reason whatsoever, the employer shall be entitled to terminate this agreement and entrust the work to some other architect.

12. The employer or the architects shall not assign, sublet or transfer their interest in this agreement without the written consent of the other.

13. The employer shall pay to the architects as remuneration for the services to be rendered by the architects in relation to the said works, and in particular for the services hereinbefore mentioned, a fee calculated at the rate of 3% on the value of the works as estimated (including the authorised extra) or the value of the works actually executed and completed whichever is less.

14. The employer shall pay fees to the architects in stages as follows:-

a.      10% of the total fees, payable after completion and approval of the site plans by the employer;

b.     30% of the total fees [less any amounts paid under clause (a) above], payable after completion of all drawings and the approval of site plan by the Municipal Corporation or other authorities;

c.      10% on completion of detailed estimates, submission or recommendations on the contractor's rate to the employer, and execution of the contract documents for the various trades. The employer may make part payments in proportion to the services completed in respect of particular trades;

d.     Out of the remaining 50% of the total fees, 30% of the total fees shall be paid by installments as the building work proceeds, and in proportion to the value of the said works as certified from time to time and balance 10% after final completion of the building and closing of accounts;

e.      In case this agreement is terminated earlier, fees shall be paid to the architects for the actual services rendered as per stages referred to in this clause.

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15. If the architects fail to observe the time schedule, they shall be liable to pay to the employer-liquidated damages at the rate of Rs. ......... per day till the work remains incomplete. The employer shall be entitled to recover the said liquidated damages from any sum payable to the architects under this agreement.

16. Notwithstanding anything contained hereinabove, it shall always be open to the employer to exclude from the scope of the services to be rendered by the architects under these presents the supervision and execution part of the project and reduce the scale of fees, in which case the terms, conditions, scale of fees, etc. shall be as detailed in the Annexure hereto.

17. If any dispute, difference or question shall at any time arise between the parties as to the interpretation of this agreement or arising out of this agreement or as to the rights, liabilities and duties of the parties hereunder, or as to the execution of the said works, the same shall be referred to the arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators one to be appointed by each party, which arbitrators shall, before taking upon themselves the burden of reference, appoint an umpire whose decision in the matter shall be binding on both the parties. It is hereby provided that the arbitrator so appointed shall make his award within six months from the date of the arbitrator or arbitrators, as the case may be, entering on the reference. This submission to arbitration shall be deemed to be a submission to arbitration within the meaning of Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. The parties agree that if work under this agreement has not been completed at the time of reference of dispute to arbitration, the work shall continue during the arbitration proceedings and the employer shall make the payment to the architects within the provisions of this agreement and shall not withhold any money payable to the architects on account of arbitration proceedings unless authorised by the arbitrators.

18. This agreement shall be executed in duplicate and the architects shall bear the stamp duty on the original. The employer shall retain the original and the architects shall retain the duplicate.

In Witness Where of the parties hereto have subscribed their respective hands hereto and on a duplicate hereof on the day and year hereinabove first mentioned.

Signed and delivered by the within named employer A Signed and delivered by the within named architects by its Managing Partner

WITNESSES;

1.

2.

Schedule Period

Submission of site plan with in .......... days from the date of the execution of this agreement.

2. Submission of the required plans with in .......... days from the to the Municipal Corporation and date of receipt other local authorities of employees approval of the site plan.

3. Submission of detailed working with in .......... weeks from the drawings and estimates date of receipt of employer's approval of the site plans.

4. Submission of architect's Within 2 weeks from the date of recommendations on the receipt of the tenders from thecontractor's rates employer.

5. Other drawings, etc., if any Within a reasonable time.

**Building Agreement between the Owners and The Contractor on Fee Plus Cost of Labour and Materials**

This Agreement made at ....................... on this ............. day of

..................2000,

between

Shri........................ S/o .......................

resident of ..............................

(hereinafter called 'the owner' which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, legal representatives, executors and administrators) of the ONE PART and M/s ABC Builders & Contractors, a partnership firm registered under Partnership Act, 1932 and having its registered office at .................. (hereinafter referred to as 'the builders' which expression shall unless repugnant to the context or meaning thereof, be deemed to include every partner for the time being of the said firm, the survivor or survivors or the legal representatives, executors or administrators of the last survivor of the Other Part.

Where as the first party is the owner of the plot of land admeasuring .................... sq. meters bearing plot No. ........... city survey No. ...................... Khasra No. ..................... situate, lying and being at ...................... Tahsil and District ...................... (hereinafter referred to as the "said plot of land") and is desirous of getting a house constructed on the said plot of land.

and Whereas the first party has appointed Shri ................. as the architect and the said architect has prepared the plans, drawings and elevations of the said intended house and the specification of the works to be done and of the materials.

AND WHEREAS the second party is a big contractor and is having vast experience in construction of big buildings and has agreed to construct the house on the said plot of land.

Now it is Agreed by and Between The Parties as Follows:

The builders will construct the building on the said plot of land in conformity with the plans, drawings, specifications and elevations as prepared by the architect which has been annexed hereto and marked as Annexure A, with the material of best quality and in the most substantial and workman like manner and to the satisfaction of the architect.

2. The builders hereby undertake to commence the construction within fifteen days of execution of these presents and complete the construction on or before the expiry of ................... months from the date of execution of these presents in accordance with the plans duly approved and sanctioned by the Municipal Corporation of .................................. and specifications and conditions as are set out in Annexure A hereunder written.

3. If the builders fail to complete the said work within the period as stipulated in the foregoing provision, the builders shall, at the option of the owner but without prejudice to the other rights under law of the owner and other provisions herein, pay liquidated damages calculated at the rate of Rs.......... per day (but subject to a maximum of 2% of the total contract amount payable by the owner under this agreement) for the period between the said stipulated time for completion of the works. The builders hereby specifically agree and authorise the owner to deduct such liquidated damages, if any, from any installment of payment becoming due and payable to the builders in terms of this agreement.

4. The owner will pay to the builders a sum of Rs............. out of which the owner shall pay to the builders weekly such sum as may be sufficient to defray the expenses incurred by the builders in respect of materials used in the works, checked and certified by the architect, Rs ......... on the certificate by the architect that the work upto first floor has been completed, the further sum of Rs ............. on the certificate by the architect that the work upto second floor has been completed and the balance shall be paid on the certificate by the architect that the said works have been completed in all respects according to the agreement and the builders have at their own expenses removed and cleared all scaffolding, fencing, unused materials and rubbish from the premises and made and prepared the bungalow fit for use and habitation and immediate occupation. However, a sum equivalent to 5 per cent of the total contract amount payable by the owner under this agreement shall be retained by the owner as retention money, which shall be paid after a period of 12 months from the date of handing over the said bungalow complete in all respects and fit for occupation. The builders hereby agree and undertake to rectify all such defects as may be found or detected during the period of 12 months. If the builders fail to rectify the defects pointed out or decline to cure such defects as pointed by the owner within fifteen days from the date of reporting to the builders, the owner shall be entitled to have such defects cured by such other agencies as it may deem fit at the entire cost and risk of the builders and utilise the retention money; Provided further that in the event of the said retention money being inadequate to meet such costs, charges and expenses incurred by the owner for curing the defects in the construction, the builders shall within 7 days of a demand in writing made by the owner make good the defect, failing which the builders shall be liable to pay the same together with the interest at 15% per annum.

5. The owner shall allow free ingress to and egress from the premises to the builder’s servants, employees, sub-contractors and all other persons, who are necessary in connection with the carrying out of the works under the agreement.

6. The builders shall indemnify the owner in respect of all claims, damages or expenses payable in consequence to any injury to any employee, workman, nominee, invitee while in or upon the said premises. The builders shall also be responsible for any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, foot-paths, bridges or ways as well as all damages caused to the buildings, and work forming the subject to this contract by frost, rain, wind or other inclemency of weather.

7. If the builders abandon the contract or fail to commence the work or suspend the progress of the work for 14 days without any lawful excuse under these conditions, or fail to proceed with the works with such due diligence and fail to make such due progress as would enable d the works to be completed within the time agreed upon or fail to remove materials from the site or to pull down and replace work for seven days after receiving from the architect written notice that the said materials or the works were defective and rejected by the said architect or neglect or fail persistently to observe and perform all or any of the acts, materials or things required by this contract to be observed and performed by the owner for seven days after written notice shall have given to the builders requiring them to observe or perform the same and the architect certifies in writing to the owner to the said effect, then and in any of the said cases the owner may, notwithstanding any previous waiver, after giving seven days notice through the said architect in writing to the builders terminate the licence in favour of the builders and in so far as it relates to the completion of the remaining construction work, but without thereby affecting the powers of the architect, or the obligations and liabilities of the builders, the whole of which shall continue in force as fully as if this Agreement had not been so determined. And the owner by his servants or agents may enter upon and take possession of the work, tools, scaffolding, sheds, machinery, power, utensils and materials lying upon the premises or in the adjoining lands or roads and use the same as its own property or may employ the same by means of its own servants and workmen in carrying on and completing the work or by employing any other contractor or other person to complete the works and the builders shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing the works or using the material and plant for the works.

8. When the said works are terminated in the manner as stipulated in the foregoing provision, the architect shall give a notice in writing to the builders to remove their surplus materials and plant, and should the builders fail to as so within a period of seven days, after receipt thereof by them, the owner may sell the same by public auction and give credit to the builders for the net amount realised. The architect shall thereafter ascertain and certify in writing, what (if any thing) shall be due or payable to or by the owner, for the value of the said building and materials so taken possession of by the owner and the expense or loss which the owner shall have been put to in procuring the work to be completed and the amount, if any, owing to the builders and the amount which shall be so certified shall thereupon be paid by the owner to the builders or by the builders to the owner, as the case may be, and the certificate of the architect shall be final and conclusive between the parties.

9. The builders shall be bound to appoint an engineer competent to receive instructions from the architect from time to time, on behalf of the builders at all reasonable hours and all directions given to him by the architect shall be deemed to have been given to the builders.

10. The owner or his representatives shall be entitled to inspect the progress of the construction work and materials used for the construction and they shall be entitled to point out to the architect any defects in the construction work, quality of workmanship or materials d used when such defective work is in progress or being executed or such material is brought on site. If the architect will be satisfied about the objections raised, the said architect shall certify the same in writing and direct the builders to rectify at their own cost the defect in the said construction work or remove such defective materials and the same shall be rectified or removed by the builders as directed.

11. All disputes or differences relating to the specifications, designs, drawings and as to quality of workmanship or material used in the work or as to any other question arising out of or relating to the contract, design, drawings, specifications, orders or otherwise in connection with the agreement or the carrying out of the works, whether during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of two arbitrators, one to be appointed by each party. The arbitrators shall appoint an umpire before entering upon the reference. The parties would cooperate and lead evidence, etc. with the arbitrators and if one of the parties does not cooperate or remains absent at the reference, the arbitrators or the umpire would be at liberty to proceed with the reference ex-parte. The arbitrators or the umpire shall keep record of the oral evidence adduced by the parties and submit the same to the court at the time of filing of the award, along with documentary evidence produced before them or him by the parties or their witnesses. The proceeding of the arbitrators or the umpire shall be recorded in English and a carbon copy whereof shall be furnished to each party. The arbitrators or umpire shall be entitled to appoint stenographer, for recording proceedings of the arbitration, consult an expert, after previous notice to the parties to the reference, the cost whereof shall be borne equally by the parties. The fees of the arbitrator appointed by a party shall be borne by the party, so appointing and the fees of the umpire and the other arbitration expenses shall be borne equally by the parties. The arbitrators shall make their award, with reasons for the decision, within six months from the date of entering upon the reference. If the arbitrators have allowed their time to expire without making an award or have delivered to any party or to the umpire a notice in writing stating that they cannot agree, the umpire shall forthwith enter on the reference. The umpire shall make his award within tour months of entering on the reference or within such extended time, as the parties may agree. The award of the arbitrators, or umpire, as the case may be, shall be final, conclusive and binding on the parties and shall not be challenged on any ground except collusion, fraud or an error apparent on the face of the award. This reference to arbitration shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. No action can be taken under this agreement for the enforcement of any right without resorting to arbitration under this clause.

12. This agreement shall be executed in duplicate, the original shall be retained by the owner and the duplicate by the builders.

In Witness Where of the parties have signed these presents and a duplicate thereof, the day and year first hereinabove written.

Signed and delivered by .................... the owner

Signed and delivered by M/s ABC Builders and Contractors, the builders, by its partners

WITNESSES;

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2.

**AGREEMENT BETWEEN FILM PRODUCERS AND DISTRIBUTORS**

This Memorandum of agreement made on this...................... day of.................in the year .............................Between   
  
  
  
Ramchandren of No...................................................... a Registered Partnership Firm having ....................................................................................................................................................... partners after it called the producers (which expression shall, unless excluded by or contrary to the context, be considered to include his/their successors, executors, administrators, representatives and assigns) of the One Part

And   
  
  
  
…………………………………………………………………………………………………………………………………………... a company registered under the Indian Companies Act (Act 1 of 1956) with its office at…………………………………………………………………………………………………………………………….................... after it called the Distributors (which expression shall unless excluded by or contrary to the context, be considered to include their representatives and assigns) hereinafter referred to as party of the Other Part;   
  
  
  
Whereas producers have made a arranged primarily of producing a telgu Talkie picture tentatively called Approach written by .................................................and whereas the producers need financial help and co-operation and hence approached the party hereto of the other part for such assistance and whereas the party agreed to render such financial adjustment to producers to the limit and on the terms and conditions after it following

NOW THEREFORE THIS INDENTATION W1TNESSETH as follows;

1. That the producers undertake to complete shooting for above stated picture ......................................................................... for an approximate cost of Rupees ……………..........only, with print and publicity at least with ……………………………………… top-rank artists.   
  
2. That the producers hereof shall arrange/bear the necessary cost required in paying the artists, workers and other costs compulsory for production excepting those herein below stated.   
  
3. That the producers undertake to deposit with the party as security the sum of Rupees ...................... payable by instalments of Rs…………………............ on the date of signing of the contract and Rs................... only on the date of first shooting. Producers not completed ….of the said picture approximately five thousand feet edited shots within ……………...months from the first shooting date, then in that case the producers shall also have to deposit a further sum of Rs……………………...... as security with the party. The amount so deposited shall be to the credit of the producers and would be returned to them by … months from the date of the last deposit to be made as stated above.   
  
4. That the party consents to advance to the producers for the production/completion of the above stated telgu talkie picture a sum of Rs. …………..............payable in the following manner:   
  
  
  
(a) That the party shall arrange the studio, laboratory and raw film. For production by the producers of above stated picture and shall pay the necessary costs thereto by debiting the amount to the producers from first shooting date, provided that the party shall arrange with the studio for allotting to the producers at least …. days in a month and every month till completion of the picture and shall, whenever compulsory, enter into and sign a deed or documents in this behalf in which the PRODUCERS shall be a confirming party.

(b) That the producers shall arrange……………………………………............... and editing/processing of the said film in any laboratory they may choose and the party shall paying the cost thereto and debit the amount to be paid the producers. The selection of the editor would be entirely with the producers.   
  
(c) That the party after providing the expenses as in els. (a) and {6} with an approximate amount of Rs. ............... shall be paying firstly the balance of Rs.................... out of Rs................. so consented to be advanced, up to the rush prints with progress of shooting of aforesaid picture per instalments as and when needed by the producers provided however, that the producers shall not be entitled to demand from the party any such advance of money unless and until the producers has completed approximately three thousand feet edited shots of this picture aforesaid.

5. That in consideration of the financial assistance consented to be rendered after it by the party to the producers, the party shall receiving a commission of……on the net collection of the producers' share of above stated picture "Approach".

6. That the party shall in feature be the sole distributor of the aforesaid picture and shall having rights, privileges and advantages to said picture and shall have a first charge on it till realization of the advance made by the party as aforesaid to be sanctioned by producers or by their authorized agent.   
  
  
  
7. That the party undertakes in arranging public exhibition of said picture ....................... within …… months from completion of rush print in minimum two best possible houses in ……………………………., i.e., one in north and one in south and four houses outside municipal limits of the city of ……………………....area and the proceeds thereto shall be distributed as under—   
  
  
  
(i) Having deducting …………………………………………………….................. commission of the party of net collection on producer's share, the party shall also deduct …………………………….............. from balance therefrom to liquidate the principal of the amount of the advances made and the balance …………………........... shall be payable directly to producers or to its authorized agent, persons or company monthly showing per statement collection received from date of release.   
  
  
  
8. That if sale proceeds of afore said picture after exhibition in public does not cover the dues of the party by two years, signatory of this covenant on behalf of producers shall be severally and jointly liable in paying back to party the remaining amount unrealized as and when asked to do so provided satisfactory exploitation of the said film is made by the party.

9. That producers will be keeping required accounts/papers customary in this trade and the party will bear right inspecting and taking copies or extracts there by at any time during office hours. Monthly statement of account should be presentedby the producers to the party.   
  
  
  
10. That the producers undertakes completion/production of the said film within ………by first shooting date in conformity with cl. 4(c) stated above

(a) That the producers will bear right in raising loan for balance amount of Rs. ………................. or such amount considered necessary for completing said picture over and above the sum of Rs………….............. to be advanced by the party as aforesaid and the party shall bear no objection to that and will be added as a confirming party to said transaction.

(b) That PARTY undertakes not to charge, mortgage, or hypothecate the picture without express agreement of the PRODUCERS.

11. That if the producers not complying any terms/conditions entered into by this agreement, the distributor will be having right in completing the picture and the money paid by the producers will be repaid by the party after release of picture and from the releasing houses.   
  
  
  
12. That if party do not comply with terms/conditions of this agreement, the producers shall bear right in completing picture from such source as they think fit and revoke the party as distributor and bear also the right in appointing another distributor and to accept advances from other sources and the money so advanced by the party will be repaid to them after release of picture from the releasing houses.   
  
  
  
13. If either party do not act according to enactments of agreement, the aggrieved party firstly try to decide the controverted points mutually and amicably, failing this the controverted point shall be referred to arbitration according to enactments of Arbitration and Conciliation Act 1996. If, than the arbitrator mados not decide or make award on referred point, then the concerned parties may adjudged the controversy by resorting to appropriate legal proceedings.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_.   
  
  
  
DATE:   
  
  
  
PLACE:   
  
  
  
WITNESSESS:-  
  
  
  
1. PARTY OF FIRST PART

2. PARTY OF SECOND PART

**Agreement for Sale of an Apartment**

THIS AGREEMENT

made at ………………….. this ………….. day of ………….., 20

between

A, son of …………………………

resident of ……………………

hereinafter referred to as the Vendor of the ONE PART

and

B, son of ……………….

resident of ………………..

hereinafter referred to as the Purchaser of the OTHER PART.

WHEREAS the Vendor is absolutely seized and possessed of the land bearing Plot No………………………. situated at ………………………………… and hereinafter referred to as the said land and more particularly described in the Schedule 1 hereunder written;

AND WHEREAS the Vendor proposes to develop the said land and for that purpose obtained permission of the Competent Authority under section ……….. of the Urban Land (Ceiling and Regulation) Act vide his Order No ……………………. dated …………………..;

AND WHEREAS the Vendor has submitted the building plans to the ……………….. Municipal Corporation, which have been approved by the ……………….. Municipal Corporation vide letter No ………………………. dated …………. subject to certain conditions laid down in the said letter;

AND WHEREAS the Vendor has started the construction of the buildings as per the building plans approved by the ……………….. Municipal Corporation enclosed herewith at Annexure 1;

AND WHEREAS the Vendor has agreed to sell one apartment on the …………… floor in the building No…………….. being constructed and having the specifications mentioned in the Schedule 11 hereunder written at a price of Rs ………………. (Rupees …………………………… subject to the terms and conditions hereinafter appearing.

AND WHEREAS the Purchaser has inspected the documents relating to the land, the order of the Competent Authority, site plans approved by the ……………….. Municipal Corporation and is satisfied about the Vendor’s title to the said property and the site plans of the proposed buildings;

AND WHEREAS the title of the Vendor to the said property has been certified to be clear, marketable and free from encumbrances by M/s. …………………………… Solicitors and Advocates………………. and a copy of the said title certificate is hereto annexed at Annexure II ;

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase the Apartment No……………..on the…………. floor in the building No……………….. hereinafter referred to as the said Apartment on the following terms and conditions.

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

(1) The Vendor shall construct the said building on the said plot of land, more particularly described in the Schedule 1, in accordance with the plans, designs and specifications approved by the ……………….. Municipal Corporation and which have been seen and approved by the Purchaser and kept by the Vendor at the office of M/s. …………………. Architects at ……………………. for inspection. The Vendor shall be entitled to make such variations and modifications as he may consider necessary or as may be required by the ……………….. Municipal Corporation of the Government of …………….. or any local authority.

(2) The Vendor agrees to sell and the Purchaser agrees to purchase the Apartment No…………………….. on ……….. floor in the building No ……………. of Carpet Area admeasuring …………. sq. metres as delineated on the plan thereof hereto annexed and marked Annexure Ill and thereon shown surrounded by green coloured boundary line at or for a sum of Rs ……….. (Rupees ……………………. ). The Purchaser agrees that out of the said amount of Rs ………………. to be paid by him to the Vendor, a sum of Rs………… has been paid by the Purchaser to the Vendor on the execution of these presents (the payment and receipt the Vendor doth hereby admit and acknowledge) and the balance will be paid by instalment as follows:

1. Rs …………………….. on or before ……………………..

2. Rs …………………….. on or before ……………………..

3. Rs …………………….. on or before ……………………..

4. Rs …………………….. being the final balance on the delivery of

the apartment by the Vendor to the purchaser.

the amounts payable under these presents are not paid within the time stipulated, the Purchaser will be liable to pay interest at the rate of 18% per annum from the due date of payment to the date of payment.

(3) The Vendor shall deliver the possession of the apartment to the Purchaser on or before ………………. day of ……………, 2000. The vendor shall obtain the completion and occupation certificate in respect I the said apartment from the ……………….. Municipal Corporation. The purchaser shall take possession of the apartment within one week of ) a receipt of the notice of the Vendor to the Purchaser that the said apartment is ready for use and occupation and that the completion certificate and occupation certificate has been obtained from the ……………….. Municipal Corporation;

Provided that the Vendor shall be entitled to reasonable extension time for delivery of possession of the Apartment on the aforesaid ate, if the completion of the said building is delayed on account of non- availability of steel, cement, other building material, water or electric supply or on account of war, civil commotion or act of God or any notice, order, rule, notification of the Government, ……………….. Municipal Corporation and/or other public or competent authority or on account of non-issue of building completion or occupation certificate – water or electricity connection or on account of any order of any Court affecting the construction work of the building. he Vendor will deliver the possession of the apartment to the Purchaser only if the Purchaser has paid all the amounts payable by him under this Agreement to the Vendor and if he has duly observed and performed all obligations and stipulations contained in this Agreement and on his part to be observed and performed.

(4) The Purchaser hereby declares and undertakes that he shall have no claim, save and except in respect of the said Apartment hereby agreed to be purchased by him and the Vendor shall continue to be entitled to the property in all the structures on the said land, open spaces, parking places, lobbies, staircases, lifts, terrace, etc., until all the apartments are transferred to the purchasers and the Declaration of Deeds of Apartment is executed and the condominium is formed as provided in the ………….. Apartment Ownership Act.

(5) Till the Purchaser takes the possession of the Apartment, the Purchaser shall be liable to pay a sum of Rs . …………….. per month as his share on account of rates, taxes, assessments, dues, duties and impositions of any kind or nature whatsoever in respect of the said land or the building constructed thereon or any part thereof payable to the Government of ……………….., ……………….. Municipal Corporation or any other authority and wages of watchmen, sweepers, mali, and other expenses of common benefit. After the Purchaser takes the possession of the Apartment, he shall be liable to contribute proportionate share for common expenses as aforementioned, as decided by the Association of the Apartment Owners from time to time.

(6) The Vendor agrees that he shall comply with the provisions of section 10 of the ……………….. Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the ……………….. Apartment Ownership Flats Act, 1963) and the ……………….. Apartment Ownership Act, 1970 and shall execute a Declaration as provided by section 11 of the ……………….. Apartment Ownership Act, 1970 and register it with the Registering Officer under Indian Registration Act and the Purchaser hereby agrees that he shall join and form an association of all the apartments in the said building as contemplated by the ……………….. Apartment Ownership Act.

(7) The Vendor shall convey and assign all rights, title and interest in each apartment to each purchaser after the completion of building and on receipt of all payments, price, deposits payable by the Purchasers to the Vendor in respect of all apartments/car parking spaces and other premises in the said building.

(8) The Purchaser shall on or before the delivery of possession of the said apartment keep deposited with the Vendor a sum of Rs. …………….. towards legal charges, expenses of formation of Association and execution of these presents and other documents a required to be executed. The Purchaser shall also be liable to pay expenses on account of stamp duty and registration charges in respect of the Deed of Apartment.

(9) Any delay or indulgence on the part of the Vendor in enforcing any of the terms of this Agreement or any forbearance or giving time by the Vendor to the Purchaser shall not be considered as a waiver on the part of the Vendor and he shall be entitled to take action against the Purchaser for the breach or non-compliance of any terms and conditions of this Agreement by the Purchaser.

(10) The Purchaser shall not be entitled to let, mortgage, create charge or assign the said Apartment, pending the transfer of apartment, to him without the consent of the Vendor in writing. etc.

(11) The Purchaser shall use the apartment or any part thereof or permit the same to be used only for the purpose of residence and the Purchaser hereby covenants with the Vendor as follows.-

(a) He shall maintain the apartment at his own cost in good tenantable repair and condition from the date of taking over possession of the apartment and shall not do or suffered to be done anything in or to the building in which the apartment is situated, staircase or any passage which may be against the rules, regulations, or bye-laws of ……………….. Municipal Corporation or any other authority or change/alter or make addition in or to the building in which the apartment is situated and the apartment itself or any part thereof.

(b) He shall not demolish or cause to be demolished the apartment or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the apartment or any part thereof.

(c) He shall observe and perform all the rules and regulations which the Association of Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the apartments therein. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, assessments, dues, duties and impositions, expenses or other outgoings in accordance with the terms of this Agreement.

(13) The Vendor hereby covenants with the Purchaser as under:-

(a) Subject to the Purchaser paying all sums payable to the Vendor under this Agreement and performing and observing the terms and conditions of this Agreement, the Purchaser shall be entitled to peaceably hold and enjoy the Apartment without any interference or obstruction by the Vendor on any person claiming under or in trust for the Vendor.

(b) The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchasers of the Apartments as advance or deposit sums received on account of the legal charges and execution of other documents required to be executed, and shall utilise the amounts only for the purposes for which they have been received and after transfer of the said property, the balance amounts shall be paid and transferred by the Vendors to the flat purchasers.

(c) The Vendor shall pay all outgoings, including ground rent, taxes, assessments, dues, duties, impositions and outgoings upto the date of delivery of the possession to the flat owners and transfer of the building is complete.

(14) The Deed of Apartment shall be made and executed by the Vendor, and other persons having any right or interest in the said property.

(15) If before the completion of transfer of the building, the building including the apartment is notified by the Government under the Land Acquisition Act or any other law for the time being in force for acquisition or requisition, the Purchaser shall not be entitled to cancel this agreement and in case of acquisition of the building including the said apartment, the Purchaser shall be entitled to a proportionate part of the compensation if and when awarded by the Government or any other authority. If the said apartment is requisitioned by the Government or any other authority, the Purchaser shall be entitled to the compensation awarded by the requisitioning authority in respect of the apartment.

(16) This Agreement shall not be construed as a grant, demise or assignment in law of the said apartment or of the said land and building or any part thereof.

(17) The Purchaser shall execute a Deed of Declaration in the prescribed form along with or prior to the execution of Deed of Apartment to the effect that he submits his apartment to the provisions of the ……………….. Apartment Ownership Act.

(18) The Sale of the said Apartment shall be subject to the provisions of ……………….. Apartment Ownership Act and rules made thereunder.

(19) The Vendor shall be entitled to construct additional building or buildings in the said land, if any additional Floor Space Index (FSI) becomes available before the completion of the transfer of the said )and with buildings and allowed by the ……………….. Municipal Corporation and the Vendor shall be authorised to sell the same and the Purchaser will not be entitled to any right, benefit or interest on the same.

(20) All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served to the Purchaser by Registered Post A.D. at his address specified below:

Viz ………………………………..

——————————-

……………………………

(21) This Agreement shall be executed in triplicate. The original copy shall be lodged for registration by the Purchaser and the vendor shall admit execution before the Sub-Registrar and the Second and Third copy shall be retained by the Purchaser and vendor respectively. The original copy of this Agreement will be received by the Purchaser from the Registrar as and when ready after registration.

IN WITNESS WHEREOF the parties hereto have hereunto put their respective hands the day and year first hereinabove mentioned.

The Schedule I above referred to

The Schedule II above referred to

Annexure I

Annexure II

Annexure Ill

Signed and delivered by the within named Vendor

Signed and delivered by the within named Purchaser

WITNESSES;

1.

2.

**Assets Purchase Agreement for Purchasing the Assets of a Running Restaurant**

ASSETS PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this 鄭greement"), dated the \_\_\_\_\_\_ day of .............. ........, is made by and among:

M/s ....................., a Partnership Firm formed under Indian Partnership Act, 1932 having its office at ..........................., through its partners Mr. ..................., son of \_\_\_\_\_\_, resident of \_\_\_\_\_\_\_\_\_, Mr. ............. son of \_\_\_\_\_\_, resident of \_\_\_\_\_\_\_\_\_, and Mr. ................... son, of \_\_\_\_\_\_, resident of \_\_\_\_\_\_\_\_\_, (hereinafter referred to as 鉄eller" which express shall mean and include its representative, administrator, executors, successors in title, successor in interest, nominee, legal heirs and assigns);

And

M/s ............................ being a Company incorporated under the Indian Companies Act, 1956 and having its registered office at ........................., through its authorized signatory Mr. ..............., duly authorized by the Board vide Resolution dated \_\_\_\_\_\_\_, 2007 (hereinafter referred to as 撤urchaser" which expression shall mean and include its successors in interest)

RECITALS

A.     WHEREAS, the Seller is engaged in the business of running a restaurant, managing the same and/ or in marketing there from various Food & Beverages products such as Indian Foods, Pizzas, Burgers, Ice-Creams, Bakery and Confectionary products etc. at .................. (hereinafter referred to as 迭estaurant")

B.     WHEREAS, the premises bearing number ....................... (hereinafter referred to as the 撤remises") where the Seller were running the Restaurant has been taken on lease by the Seller from Mr. ................., the owner of the Premises.

C.     WHEREAS, the Seller is the owner of all the fittings, fixtures, furniture痴, furnishings, Kitchen equipments, Air-conditioning, Generator, Delivery Vehicles and other delivery related equipments, Computer Systems, crockery/ cutlery items, linen and all other items fitted or used in the Restaurant, more appropriately described in Annexure A appended hereto and forming a part hereof (hereinafter referred to as the 鄭ssets").

D.     WHEREAS the Seller has taken a term loan of Rs. 35,00,000/- from ................ Bank, ........ Branch for the purpose of meeting the cost of establishment of the Restaurant and had secured the said loan through hypothecation of moveables (Furniture痴 and Fixtures) at the Restaurant which form a part of the Assets.

E.     WHEREAS, the Seller is not willing to run the Restaurant and as such the Seller desire to sell, and the Purchaser desires to purchase, directly, upon the terms and conditions hereinafter set forth, all of the Assets of the Seller related to the Restaurant in consideration of certain payments by the Purchaser.

NOW, THEREFORE, in consideration of the premises and the agreements and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Parties agrees as follows:

1.      Interpretation

In this Agreement, unless the context otherwise requires:

a.      Words denoting the singular number shall include the plural and vice versa;

b.     Heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

c.      References to the word 妬nclude" or 妬ncluding" shall be construed without limitation;

d.     References to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied or supplemented;

e.      Reference to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors or permitted assigns; and

f.      A reference to a section, paragraph or annexure is, unless indicated to the contrary, a reference to a section, paragraph or annexure of this Agreement.

g.     Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;

h.      References to dates and times shall be construed to be references to Indian dates and times;

i.       References to the word 電ays" shall, unless otherwise indicated, mean calendar days;

ARTICLE I

PURCHASE AND SALE; PURCHASE PRICE

1.1. Purchase and Sale of Assets.

At the Closing, the Sellers shall, sell, convey, transfer, assign and deliver to the Purchaser, and the Purchaser shall purchase from the Sellers, the Assets, free and clear of any encumbrances except as mentioned in this Agreement.

1.2. .Purchase Price. In full consideration for the transfer of the Assets, the Purchaser will pay the Sellers a total purchase price not exceeding Rs. ................./- [Rupees ...............] (the 撤urchase Price"). The Purchase Price shall be paid by the Purchaser at the instance and mandate of the Seller to the following:

                      i.         to ................. Bank, ............ Branch by means of a bank draft, a sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_, being the amount outstanding against Loan A/c No. .............. of the Seller with the .............. Bank, ...........; and

                     ii.         to Mr. ....................., landlord of the Premises, by means of a cheque for a sum of Rs. \_\_\_\_\_\_\_\_\_, being the amount outstanding against rent and other dues payable for the Premises in settlement of full and final. An amount of Rs. \_\_\_\_\_\_\_\_\_ to be paid in favour of the Seller towards the TDS payments that is required to deducted from the payments being made to Mr. ............ and to be deposited with the authorities by the Seller at its own cost and liability. ; and

                    iii.         to the Electricity Board, .......... by means of a bank draft, a sum of Rs. \_\_\_\_\_\_\_\_ being the total outstanding against electricity dues of the Restaurant at the Premises upto \_\_\_\_\_\_\_\_\_\_ payable by the Sellers .

1.1.

1.2.

1.3. The Seller agrees that the balance amount of the Purchase Price (if any) after making the payments in accordance with Clause 1.2 shall be retained by the Purchaser with them to be paid in such amounts and to such creditors of the Seller (for the Restaurant and for dues payable prior to the Closing Date) as directed in writing by the Seller. It is further agreed that the Purchaser shall be liable to pay to the creditor痴 of the Seller only upto the extent of the balance of the Purchase Price available with the Purchaser after making the payments under Clause 1.2.

1.4. The Seller agrees that the above payment of the Purchase Price is being made on the instruction and mandate of the Seller in the manner set out in Clause 1.2 and such payments shall be deemed to be payments made to the Seller by the Purchaser for the Assets purchased under this Agreement.

ARTICLE II

CLOSING AND DELIVERIES

2.1.          Closing. The closing of the purchase and sale of the Assets (the 鼎losing") shall take place on [Date] simultaneously with the execution of this Agreement (hereinafter referred to as the 鼎losing Date").

2.2.          Deliveries.

The Seller has handed over the following to the Purchaser at the time of execution of this Agreement:

a.      a letter of confirmation from ............... Bank, ............ Branch certifying that, upon payment of the outstanding amounts due to them from the Seller, which amounts shall be quantified in the confirmation letter, the encumbrances on the Assets or any part thereof created in their favor by the Seller shall be released.

b.     a letter of confirmation from Electricity Board, ............. certifying that, upon payment of the outstanding amounts due to them from the Seller, which amounts shall be quantified in the confirmation letter, no further amounts shall remain due and payable by the Seller till the closing date.

c.      a letter of confirmation from Mr. ..................., landlord of the premises certifying that, upon payment of the outstanding amounts due to him from the Seller, which amounts shall be quantified in the confirmation letter, against the rent for the Premises and other dues, no further amounts shall remain due and payable by the Seller.

d.     a letter of confirmation certifying that, upon payment of the amounts as per Clause 1.2, no further amounts shall remain due and payable by the Purchaser to the Seller or to anyone else claiming through or on behalf of the Seller.

e.      a letter of confirmation certifying that, upon payment of the amounts as per Clause 1.2, the Purchaser will not be deemed to have assumed any liability or obligation of the Sellers and that the Purchaser will not become responsible for any liability or obligation of the Seller.

2.1.

2.2.

2.3. Transfer and Delivery of Purchased Assets.

At the Closing, the Seller shall deliver or cause to be delivered to the Purchaser a Bill of Sale, substantially in the form attached hereto as Annexure B, pursuant to which the Seller will record the delivery and conveyance of the Assets to the Purchaser, and the Purchaser shall record the receipt of the same;

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller and its Partners hereby, jointly and severally, represents and warrants to the Purchaser, as of the Closing Date, that:

3.1. Organization of the Seller. The Seller is a Partnership Firm duly organised under the laws of India and has the requisite power and authority to own and sell the Assets and to carry on its business as presently conducted.

3.2. Authority and Authorization; Enforceability.

a.      The Seller has full power and authority to execute and deliver this Agreement, and to consummate the transactions contemplated hereby and to fully perform its obligations hereunder.

b.     This Agreement has been duly and validly executed and delivered by the Seller and the same constitutes a valid and binding obligation of each of the Partners of the Seller, enforceable against each of the Partners of the Seller in accordance with its terms.

                                          i.     There are no outstanding claims or charge on the Assets, whether direct, indirect, contingent, absolute, accrued or otherwise, nor does there exist any condition, fact or circumstance that will create such claim/ charge on the Assets, except as disclosed in this Agreement.

                                         ii.     On the Closing Date, the Purchaser will own and possess, all right, title and interest in and to the Assets, free and clear of any encumbrances. No claim by any third party contesting the use or ownership of the Assets has been made, is currently outstanding or is threatened, and, to the knowledge of the Seller, there are no reasonable grounds for any such claim. None of the Partners of the Seller has received any notice of, nor are they aware of, any fact which indicates any conflict with, any third party with respect to the Assets, nor has any of the Partners of the Seller received any claims against the Assets and, to the knowledge of the Seller, there are no reasonable grounds for any such claim.

                                        iii.     That by the purchase of the Assets under this Agreement and by making the payments in accordance with Clause 1.2, the Purchaser shall not be deemed to have assumed and will not become responsible for any liability or obligation of the Seller to any creditor of the Seller whether pertaining to the Restaurant or the Premises or otherwise.

3.3 Title to Assets.

a.      The Sellers:

                      i.         are the absolute beneficial owner of the Assets, with good and valid title, free and clear of all encumbrances, except such encumbrances that will be released at or subsequent to the Closing; and

                     ii.         are exclusively entitled to possess and dispose of the Assets.

a.

b.     The Assets to be transferred to the Purchaser under this Agreement constitute all the assets, properties, rights and interests necessary to conduct the Restaurant business in substantially the same manner as conducted by the Sellers prior to the date hereof.

c.      The Assets are in good condition, repair and (where applicable) proper working order, having regard to their use and age and such Assets have been properly and regularly maintained.

3.1.

3.2.

3.3.

3.4. Insurance. Annexure C to this Agreement sets forth a list of all insurance policies (specifying the location, insured, insurer, amount of coverage, type of insurance and policy number) maintained by the Sellers relating to the Assets and

i.all such policies are in full force and effect, all premiums with respect thereto covering all periods up to and including the Closing Date have been paid, and no notice of cancellation or termination has been received with respect to any such policy,

  ii.such policies (A) are sufficient for compliance with all requirements of Law; (B) are valid, outstanding and enforceable policies; (C) provide reasonable and adequate insurance coverage for the Assets; (D) will remain in full force and effect through the respective date set forth in Annexure C without payment of additional premiums; and (E) will not in any way be affected by, or terminate or lapse by reason of, the transactions contemplated by this Agreement.

3.1.

3.2.

3.3.

3.4.

3.5. Full Disclosure. The Seller has made available to the Purchaser all information, as sought for by the Purchaser. All information, which has been provided to the Purchaser relating to the Assets are true and accurate in all material respects and no material fact or facts have been omitted there from which would make such information misleading.

ARTICLE IV

CONDITIONS TO CLOSING

4.1. Conditions to the Purchaser痴 Obligations. The obligation of the Purchaser to consummate the transactions contemplated pursuant to this Agreement is subject to the satisfaction or the written waiver by the Purchaser, on or prior to the Closing Date, of each of the following conditions:

a.      Representations and Warranties. Each of the representations and warranties of the Sellers made in this Agreement shall be true and correct, as of the Closing Date as if made on such date.

b.     No Proceeding or Litigation. No action challenging the legality of, or seeking to restrain, prohibit or materially modify, the transactions provided for in this Agreement shall have been threatened or instituted and not settled or otherwise terminated.

c.      Certificate of the Sellers. At the Closing, the Seller shall have delivered to the Purchaser certificates signed by all the Partners of the Seller and dated the Closing Date, certifying that the conditions stipulated in Clause 4.1(a) to Clause 4.1(b) hereof have been satisfied.

d.     Other Deliveries. The Sellers shall have complied with the requirements of Clause 2.2.

ARTICLE V

INDEMNIFICATION

5.1. Indemnification.

From and after the Closing, the Seller and the each of the partners of the Seller, jointly and severally, agrees to indemnify, defend and hold the Purchaser, its Affiliates, successors, assigns and their respective directors, officers, representatives, employees and agents, harmless from and against any and all losses, liabilities, claims, damages, costs and expenses (including, without limitation, legal fees and disbursements in connection therewith and interest chargeable thereon) (collectively, 鼎laims") that may be incurred or suffered by such Persons resulting or arising from or related to, or incurred or suffered in connection with, (a) the Sellers� operation of the Restaurant on or before the Closing, (b) the failure of the Seller to assume, pay, perform and discharge its liabilities other than those paid off by the Purchaser in accordance with Clause 1.2 of this Agreement, or (c) any breach of any representation, warranty, covenant or agreement made or obligation required to be performed by the Seller under this Agreement.

5.2. Notice of Claim; Right to Participate in and Defend Third Party Claim.

a.      If the Purchaser receives notice of the assertion of any claim, the commencement of any suit, action or proceeding, or the imposition of any penalty or assessment by a third party in respect of which the Purchaser has been indemnified by the Seller (a 典hird Party Claim"), then the Purchaser shall promptly provide the Seller with written notice of the Third Party Claim, but in any event not later than 30 calendar days after receipt of such notice of the Third Party Claim. The failure by the Purchaser to notify the Seller of a Third Party Claim shall not relieve the Seller of any indemnification responsibility under Clause 5.1 unless such failure materially prejudices the ability of the Seller to defend such Third Party Claim.

b.     Any indemnifiable claim hereunder that is not a Third Party Claim shall be asserted by the Purchaser by promptly delivering notice thereof to the Seller. If the Seller does not respond to such notice within ten (10) days after its receipt, it shall have no further right to contest the validity of such claim.

ARTICLE VI

ARBITRATION

6.1. If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement, Parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement.

6.2. In the event no amicable resolution or settlement is reached within a period of fifteen (15) days from the date on which the dispute or difference arose, such dispute or difference shall be referred to a mutually acceptance single Arbitrator or, upon the failure of the Parties to agree upon a single Arbitrator, within a period of ten (10) days, each Party shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator under the provisions of the Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in New Delhi and the arbitrators shall give a reasoned award. It is agreed that the arbitrators shall also determine and make an award as to the costs of the arbitration proceedings.

6.3. Notwithstanding anything contained herein, the Parties shall have a right to institute legal proceedings to prevent any continuing breach of the provisions of this Agreement to seek an injunctive or any other specific relief.

ARTICLE VII

MISCELLANEOUS

7.1. Expenses and Taxes .

a.      Each Party will bear their own legal, accounting and other expenses incurred by such Party in connection with the negotiation, preparation and execution of this Agreement and the documents and transactions contemplated hereby.

b.     The Purchaser shall be responsible for and shall pay any stamp duty and payable in connection with the transactions contemplated pursuant to this Agreement.

c.      The Sellers shall be responsible for and shall pay any capital gains, taxes, sales tax, income tax and similar taxes payable as a result of the consummation of the transactions contemplated in this Agreement.

7.1.

7.2. Any notice(s), communication(s), request(s) or instruction(s) contemplated, provided or required to be given hereunder by any Party hereto to the other shall be in writing in English, and shall be deemed sufficiently given if delivered personally; sent by facsimile transmission with confirmatory copies sent by recorded delivery service; or sent by recorded delivery services; the registered mail postage prepaid acknowledgment due;

If to Seller, then at

M/s XYZ & Co.

....................................

....................................

Tel: --------------

Fax: -------------

E-mail: ----------

If to Purchaser, then at

M/s PQR Private Limited

.................................

.................................

Tel : ...........................

Fax: ............................

All notice(s), communication(s), request(s) or instruction(s) as aforesaid, if delivered personally shall be deemed to have been received at the time of such delivery; if sent by facsimile transmission shall be deemed to have been received (48) forty-eight hours next after the same shall be proved to have been sent; if sent by recorded delivery services shall be deemed to have been received (7) seven days next after dispatch.

7.3. 7.3 Applicable Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of India without regard to its principles of conflicts of laws. The courts at .............. shall have exclusive jurisdiction over all disputes or differences arising out of this Agreement.

7.4. 7.4 Counterparts. This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN:

Signed and delivered by Mr. ...........................

(Authorized Signatory for PQR Private Limited)

(......................)

In the presence of:

Witness :

Name :

Address :

Signed and delivered by of M/s XYZ & Co, through its partners Mr. ............................, Mr. .............. and Mr. ........................ (.........................)

(.........................)

(.........................)

In the presence of:

Witness :

Name :

Address :

**Agreement for Transfer of Development Rights**

THIS AGREEMENT

made at ……………. this …………………… day of ……………………, 2000, between

M/s XYZ Builders,

a firm registered under Indian Partnership Act, 1932, having their office at Bombay, (hereinafter referred to as the Vendors, which expression unless repugnant to the context or meaning thereof mean and include the partners for the time being of the said firm, their survivor or survivors and the heirs, executors and administrators of last survivor) of the FIRST PART,

ABC Developers Pvt. Ltd. Co.,

incorporated and registered under the Companies Act, 1956 having their office at ……………….. hereinafter referred to as

“(The Confirming Party”, which expression shall unless be repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the SECOND PART and

M/s. MNP Builders & Developers,

a firm registered under Indian Partnership Act, 1932 having their office at ………………………. hereinafter referred to as “The Purchaser”

which expression shall unless be repugnant to the context or meaning thereof mean and include the partners for the time being of the said firm, their survivor or survivors and the heirs, executors and administrators of such last survivor) of the THIRD PART.

WHEREAS by two deeds of Conveyance all made between …………….of the ONE PART and Vendors of the other respectively (1) dated ……………….. registered under No……………… dated ………………. registered under No…………….. with the Sub-Registrar at ……………….. the Vendors purchased different pieces of land bearing No………. of ……………. in the registration Sub-district of District..………………….. admeasuring about …………. sq. mts. (hereinafter referred to as the said “Bigger Plot”) and the said ………………….. granted and conveyed unto the Vendors the said bigger plot;

AND WHEREAS the layout named as …………………… Complex in respect of the said Bigger Plot and the Building plans for development inter alia of the said Sector …… Plot by construction of 1 to ….. Buildings thereon have been sanctioned by the Collector of …………… under No ……………….. on the ……………….. ;

AND WHEREAS on account of the internal roads of the said layout the said Bigger Plot has been divided into four sub-divided Plots including a sub- divided Plot known as Sector No. …… bearing No…………. of ………………………………… and admeasuring about ………….. sq. mts. shown by red boundary on the said plan annexed hereto and hereinafter referred to as the said Sector …….. Plot;

AND WHEREAS the full FAR available in respect of the said Sector ….. Plot has not been utilised by construction of the said …. buildings and that there is a scope for construction of additional buildings to consume the full FAR in respect of the said Sector …. plot;

AND WHEREAS the Vendors have engaged the services of M/s. …………………………, Architects & Consulting Engineers for preparation of structural designs and drawings of the said buildings and also if necessary for supervising construction thereof;

AND WHEREAS the fees of the said architect and R C C Consultant for sanction of the said building plans and other charges of and incidental thereto so far as the same relate to the said buildings Nos. 1 to 1 0 have been paid off;

AND WHEREAS the Vendors have engaged the services of M/s. ………………….., Advocates and Solicitors for drafting the agreements for the sale of the flats on ownership basis to be constructed in the said ……………………………, for formation of the organisation of the Purchasers of such flats, for transfer of title in favour of such organisation and for all other legal work in connection with the development of the said ………………………..;

AND WHEREAS by an agreement dated …………… made between the Vendors of the One Part and the Confirming Party of the other part, the Vendors granted rights to the Confirming Party to develop the said Sector ….. Plot by constructing thereon the building Nos. 1 to … with a right to grant Sub-development rights in respect of the said …. buildings in one lot or in different lots as the Confirming Party may desire and for the consideration and upon other terms and conditions therein mentioned;

AND WHEREAS the said agreement dated …………….. is valid and subsisting;

AND WHEREAS the Confirming Party has agreed to grant to the Purchasers and the Purchasers have agreed to acquire from the Confirming Party and the said right to construct …………….. on the said Sector ……… Plot on the consideration and upon the terms and conditions hereinafter appearing;

AND WHEREAS at the request of the Purchasers, the Confirming Party has requested the Vendors to enter into direct agreement to grant on behalf of the Confirming Party the right to construct the said building No. …. in the manner hereinafter appearing.

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

(1) In pursuance of the agreement and for consideration hereinafter set out on behalf of the Confirming Party, the Vendors hereby grant and the Purchasers hereby agree to acquire the rights to construct the said building No. 8 (hereinafter referred to as “the said building’) on Plot of land situate at…………………………………….. admeasuring about ……………. sq. mtrs. forming part of the land bearing No. ……………… and forming part of the said Sector … Plot contained in the said …………………….. within the limits of ……………………………. more particularly described in the Schedule hereunder written and shown by green colour boundary line on the said plan thereof hereto annexed (hereinafter referred to as the said plot) to be developed at their own costs, expenses, risks and responsibilities and as per the said building plans, a print whereof is hereto annexed.

(2) Subject to the Vendors permission obtained in advance in that behalf, the Purchasers shall be at liberty to make amendments, modifications, alterations and variation to the sanctioned building plans, so far as it relates to the said building without in any manner affecting the construction of the other and rest of the buildings to be constructed on the said bigger Plot as also rest of the buildings in the said ……………………………….

(3) Subject to the provisions hereof, the Purchasers shall be at liberty to sell in their own name the dwelling units, flats, tenements and other premises that shall be contained in the said building on ownership basis at the rate and an the terms and conditions which the Purchasers may deem fit and proper.

(4) The agreement whereby the Purchasers shall sell the tenements or any other rights or privileges in the said building shall provide that the same are subject to the terms, stipulations and conditions contained in this agreement.

(5) In consideration of the rights hereby granted to the Purchasers, the Purchasers shall pay an amount at the rate of Rs. ………….. per sq. ft. of built up area of the tenements to be contained in the said building. The built up area of the tenements of the said building shall include the area of the balconies. The built up area of the flats in the said building as per the said plans comes to ………….. sq. ft. and the consideration payable hereunder in respect thereof on the said area and at the rate aforesaid come to Rs. ……… The said consideration of Rs. ………. shall be paid by the Purchasers to the Confirming Party in the manner as follows:

(i) Rs. …………… On the execution hereof to the Confirming Party (the payment and receipt whereof the Confirming Party do hereby admit and acknowledge)

(ii) Rs. ………….. as part payment on or before the ……….. of ……………….

(iii) Rs. ………….. As further part payment on or before the ………… of ……………………..,2000;

(iv) Rs. ………….. Being the balance to the Confirming Party on execution of the conveyance or lease as hereafter mentioned in favour of the organisation of the purchasers of the tenements.

(6) The Purchasers shall not be liable for the expenses already incurred by the Vendors for providing infrastructures for the said building. The Vendors shall not be liable to do any further work to complete or provide any further infrastructures for the said building.

(7) The Purchasers, their successors and assigns will have full and free and perpetual right and liberty for themselves, visitors, agents, tenants, servants, workmen and occupiers for the time being of the building or any part thereof and all other person or persons authorised in this behalf to be on the said building from time to time and at all times hereafter at their or his will and pleasure by night and by day and for all lawful purposes to go, return, pass and re-pass either on foot or with animals, wagons, trucks, vehicles of all kinds, automobiles or other carriages laden and/or unladen through and over the said internal roads shown on the said plan by colour burnt sienna as also to use, utilise and get benefit of the common services and amenities such as water pipes, sewers, drainage, electric cables under the said internal road along with the Vendors and the other person or persons entitled to the same.

(8) The Vendors shall keep the said internal roads unbuilt upon and open to sky forever. The Purchasers or the Developers or the Owners for the time being of the other Sectors and Plots forming part of the said bigger plot shall form a common agency. Such common agency shall maintain and repair the said internal road, the sewers, mains, drains, pipes of connection lines whether electric, water, telephone, gas or otherwise for the purpose of discharge or outlet of sewerage, rain water from the said building or for supply of electric energy, power, water, gas or other facilities or amenities to the Purchasers, their successors or any other person entitled to use the said building or any part thereof.

(9) The Purchasers, their successors and assigns shall and will bear and will pay along with the Vendors for the time being of the other buildings forming part of the said bigger plot proportionately i.e. in proportion which the area of the said building bears to the said other buildings on the said bigger plot, as the case may be, the costs, charges and expenses of repair and maintenance of the said internal road shown by colour burnt sienna on the plan hereto annexed as also of water pipes, drains, sewers, street lights to be laid, erected or put up on the said internal roads and all taxes payable to the Municipality, State Government or any other public body or authority for the land utilised for the said internal roads until the same shall if at all be taken over by the local authorities. The Purchasers shall at their own cost always have a right and liberty to lay and connect all along through and underneath the said internal roads shown in colour burnt sienna the sewers, mains, drains, pipes or connections whether electric, water, telephone, gas or otherwise for the purpose and in connection with the discharge and outlet of sewerage, rain water from the said building or for supply of electric energy, -power, water, gas or other facilities for amenities to the Purchasers, their successors and assigns.

(10) If the taxes and other outgoings in respect of the said building are not separately assessed, the Purchasers shall pay the same proportionately. The Vendors decision in fixing the said proportion shall be final. The Vendors and Purchasers shall not object to the construction of the electric sub-station on any part of the said bigger plot.

(11) The Vendors shall not be entitled to recover from the Purchasers and expenses incurred for sanction of the building plans, the proportionate fees paid to the said architect and RCC Consultant or the fees paid or deposits made with any public body for sanction of the said building plans or for any charge of and incidental to the sanctioning of the said building plans as also the expenses incurred for the development work that the Vendors have carried out for the said Sector ….. Plot.

(12) The Purchasers and the persons claiming through them including the occupants of the said building shall be entitled to the exclusive use of the said plot.

(13) The Purchasers shall in no manner whatsoever be liable to account to Vendors for any money refund or amount received, collected or recovered by them for the sale of dwelling units, flats, and tenements. All moneys received by the Purchasers in that account shall belong to the Purchasers and the Purchasers shall be entitled to appropriate the same to themselves in any manner they like.

(14) The Purchasers will carry out the development work as set out in these presents by constructing the said building and will strictly follow and adhere to all the building rules, regulations and bye-laws.

(15) The Purchasers shall sell and allot the tenements in the said Building on ownership basis with a view ultimately that the Purchasers of the tenements of the said building should subject to the Vendors permission form themselves into a Co-operative Society duly registered under the ………………… Co-operative Societies Act, 1960 or they should incorporate a Limited Company under Companies Act. At the request and direction of the Vendors, the Purchasers shall cause the formation of an organisation of the Purchasers of the tenements of the said building alone along with Purchasers of the tenements of such other buildings in the said Sector ….. plot as the Vendors may desire and upon formation of such organisation, Vendors shall grant absolute conveyance in respect of the land under the buildings of which the said organisation may have been formed, the land appurtenant thereto, the service land required for the same with proper access in favour of such organisation if it is legally possible (same being not sub-divided) if not, the Vendors shall grant the transferable and as signable lease for 99 years at the nominal yearly rent of Re. 1 in respect thereof to such organisation.

(16) Subject to the terms, stipulations and conditions contained herein and subject to the payments of the amounts set out in clause 5 herein, the Vendors hereby hand over possession of the said plot to the Purchasers with authority to construct the said building with the following rights:

(a) To put up and/or erect signboards upon the said Plot, also to issue advertisements including in newspapers as may be deemed fit by the Purchasers announcing construction of the said building by them and to sell the dwelling units, flats, tenements therein on ownership basis;

(b) To commence, carry on and complete in their own name in accordance with the law, the construction of the said building by themselves or through any building contractor, sub-contractor as per the said plan;

(c) To dispose of by the Purchasers in their own names on ownership basis the dwelling units, flats, tenements, premises to be contained in the said building to the persons of their choice, each tenement individually or the whole building on package deal basis;

(d) To enter into in their own names agreements for sale of dwelling units, flats, tenements of the said building on ownership basis at such price and on such terms and conditions as may be deemed fit by the Purchasers;

(e) To apply for and obtain in the name of the Vendors building completion certificate or building occupation certificate including part occupation from time to time in respect of the tenements flats premises of the said building;

and with all the rights to which the Purchasers may in law be entitled to on their being in possession of the said Plot.

(17) The agreement by the Purchasers for the sale of flats or tenements on ownership basis in the building to be constructed as stated above shall be in the form hereto annexed and shall provide that the same is subject to the terms and stipulations contained in these presents.

(18) The Purchasers shall be solely responsible to discharge all the obligations created under the provisions of the ……………… Ownership Flats Act in respect of the flats, premises, etc. that will be sold by them on ownership basis. The Purchasers shall remain responsible and liable to construct the said dwelling units, flats, premises, etc. and do all the acts, deeds, matters and things as may be necessary under the agreements that may be entered into for sale of dwelling units, flats, etc. by the Purchasers with different flat purchasers of the same and Vendors shall not remain liable or responsible for such matters. The Purchasers hereby agree to indemnify and keep the Vendors indemnified against all actions, claims, demands, costs, expenses, losses or damages that may arise on account of the non-performance of such obligation or under the provisions of Ownership Flats Act or the Apartments Act or any other Act, rules or regulations that are in force or that may come into force in the future or arising out of violation or non- fulfilment thereof or against the loss or damage that may be caused to any third party or workmen during the course of the construction of the said building.

(19) The Purchasers shall indemnify and keep indemnified the Vendors and the Confirming Party against all losses, damages, claims, actions, prejudice or proceedings from all persons including the Government of ………….., the said Corporation, the purchasers or allottees of dwelling units, flats, tenements, premises, etc. or otherwise howsoever on account of any act or omission on the part of the Purchasers, their agents and servants, that Vendors and Confirming Party may sustain by reason of the Vendors giving possession to the Purchasers as provided herein and to construct the said building and the Purchasers putting up construction thereon of the dwelling units and/or by virtue of contracts, etc. entered into with the Purchasers of the flats and/or arising out of implementation of this agreement.

(20) As and from the date hereof, the Purchasers shall bear and pay proportionate outgoings in respect of the said building, the land under the plinth thereof and land appurtenant thereto including the land revenue, N.A. tax, municipal taxes, betterment charges, if any, etc. and the taxes, if any enhanced by reason of the Purchasers constructing building on the said Plot. It shall be the responsibility of the Vendors to pay all aforesaid outgoings, expenses, levies, etc. previous to that day and the same if necessary be apportioned between the said parties hereto.

(21) The Purchasers hereby accept the Vendors title to said bigger Plot and shall not make any requisition on the Vendor’s title to the said building. The Vendors and/or the Confirming Party shall at their own cost remove (a) any dispute or requisition that may hereafter arise with regard to their title to the said Plot; (b) obstruction to the development of the said Plot by construction of the building thereon; and (c) any objection on title that may be taken by any bank/financial institution for grant of loan to the Purchasers of the tenements that may be contained in the said building.

(22) The Vendor shall deliver to the Purchasers notarial certified copies of all the documents of title in their possession and exclusively relating to the said Plot.

(23) The Vendors hereby agree that from and after the date hereof they shall not create any tenancy, sub-tenancy, lease, licence or occupancy right or any other right, title or interest in respect of the said building or any part thereof or concur in doing so and shall not do any act, deed, matter or thing which may prejudice the rights of the Purchasers under this Agreement.

(24) The Purchasers and the persons claiming through them shall have right to use and enjoy along with the other parties entitled to the enjoyment thereof the play- grounds shown by green wash on the said plan and shall also have a right to approach the play-ground over and through the access shown by burnt sienna hatched lines on the said plans.

(25) The Purchasers shall not act or direct Vendors to act in any manner whatsoever whereby the interest of the Vendors is in any manner jeopardised or adversely affected and will indemnify and keep indemnified the Vendors and all persons claiming through them against all actions, claims, demands, costs, expenses, losses or damages that may arise on account thereof or incidental thereto.

(26) The Purchasers are entitled to commence development of the said plot either personally or through any nominee or nominees or contractor or contractors. The development work shall be carried out by the Purchasers at their own risk, costs, consequences and responsibilities.

(27) The Purchasers will construct the said building strictly as per the building rules, regulations and bye-laws as also as per layout conditions of IOD conditions and modifications or amendments that may from time to time be made to the same. The Purchasers shall ensure that no breach of municipal rules and regulations according to which the building plans are approved and also no breach of any other requirements of law is committed by the Purchasers or their nominees or contractor or contractors. The Purchasers shall at their own cost remove or rectify such breach, if any, committed by them. The Purchasers shall indemnify and keep the Vendors indemnified in that behalf.

(28) The sale in pursuance hereof shall be completed by execution of the conveyance or lease as hereby contemplated of the said Plot within 3 years from the date hereof in favour of the Purchasers or their nominee or nominees including a Co-operative Society.

(29) At least 4 weeks before the execution of the conveyance and/or other documents to transfer of the said building with the said land, the Confirming Party shall obtain and cause the Vendors to obtain the certificate under section 230A(1) of the Income -tax Act, 1961, if necessary for registration of said documents of transfer.

(30) The Vendors shall join the Purchasers to obtain permission, if any, required under section 27 of the Urban Land (Ceiling and Regulation) Act, 1976 for transfer of the said building with the adequate portion of the said Plot to the said organisation.

(31)The Purchasers shall retain services of the said M/s. ……………………….., Architects & Consulting Engineers for the purpose of obtaining occupation or completion certificate in respect of the said building and to do all other work of and relating to the construction of the said building to be done by an Architect and shall pay his fees which shall, if any, become due hereafter for that purpose.

(32) The Purchasers shall engage and continue to engage the service of M/s. ………………………, Advocates and Solicitors for the purpose of preparation of the agreement for sale of the flats on ownership basis, formation of the organisation of the flat purchasers and for transfer of the said building with adequate portion of the land in favour of such organisation and for doing all other legal work in connection with the construction of the said building on ownership basis and shall pay their fees for the purpose.

(33) All out of packet expenses of and incidental to this agreement and of the conveyance or writing to be made in pursuance hereof including stamp duty and registration charges thereon shall be borne and paid by the Purchasers alone.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals at ………………… on the day and year first hereinabove written.

The schedule hereinabove referred to

All that pieces or parcels of land or ground lying, being and situates at ………………………….. admeasuring about ………….. sq. mts. forming part of land bearing No. ………….. contained in Sector No. …. bearing Nos. …………………….. and ………… within the limits of ……………………………………… and bounded as follows:

On or towards North by

On or towards South by

On or towards East by

On or towards West by

SIGNED, SEALED AND DELIVERED by

the within named Vendors M/s. XYZ Builders

THE COMMON SEAL OF the within

named Confirming Party M/s. ABC Developers Pvt. Ltd.

was hereunto affixed pursuant to its resolution dated

…………….. in the presence of two of the Directors,

who have in token thereof subscribed in their respective

signature hereunto.

SIGNED, SEALED AND DELIVERED by the within

named Purchasers M/s. MNP Builders and Developers

in the presence of:

WITNESSES;

1.

2.

Received of and from the within named Purchasers a sum of Rs ……….. Rupees ……………………… only) by their cheque No ………. dated ………………. on ………………. Bank being the amount payable by them as per clause 5(i) of the agreement hereunto us.

Rs ………………….

We Say Received

For ABC Developers Pvt. Ltd

Directors

(Confirming Party)

**Development Agreement by the Landlords in Favour of a Builder**

THIS AGREEMENT made at ……………. this ……. day of …………, 2000, between

1. X, son of P,

resident of ……………..;

1. Y, son of Q,

resident of ……………..

(3) Z, son of R, resident of ……………..

(4) A, son of S, resident of ……………..

(5) B, son of T, resident of …………….., and

(6) Smt. C, son of U, resident of ……………..,

hereinafter called “the Vendors” (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the FIRST PART;

Smt. N wife of Shri M, resident of …………………..,

hereinafter called “the Confirming Party” (which expression shall unless repugnant to the context or meaning thereof mean and include her heirs, executors, administrators and assigns) of the SECOND PART and …………………… a partnership firm through its Partner, D, son of F, resident of ……………………., hereinafter called “the Developers” (which expression shall unless repugnant to the context or meaning thereof mean and include partner or partners for the time being of the said firm, survivors or survivor of them and the heirs, executors, administrators of such survivor, their, his or her assigns) of the THIRD PART.

WHEREAS the Vendors are absolutely seized and possessed and sufficiently entitled to all those pieces or parcels of agricultural land, ground, hereditaments and premises one of which is the property bearing No. …………, admeasuring about ……….. sq. meters, situated at ………….……………………………. and more particularly described in the Schedule hereunder written and delineated on the plan hereto annexed and thereon shown surrounded by a red colour boundary line (which property shall hereinafter for brevity’s sake be referred to as ‘the property’).

AND WHEREAS the said property was owned and possessed by Shri X and after the death of said Shri X, the said property was transferred to the name of his daughter Smt …………… and after the death of the said ………………. who died on ………………….. the said property is inherited by the Vendors herein as the only legal heirs and representatives of the said Shri X.

Advertisement

AND WHEREAS the name of Smt. N, who is the second daughter of the said ………………….. was entered into ……………… by Mutation Entry No. ………….. only on …………….. However, the Vendors continued in the absolute possession of the said property being the heirs of said Smt. N, who had inherited the property of her deceased father Shri X and claimed the same absolutely she being under customary form of marriage and allowed to retain the property to her father absolutely and as such the said Smt. N does not claim any right, title and interest in the said property and agreed to confirm this agreement without claiming any right, title and interest therein.

AND WHEREAS the Vendors have represented to the Developers herein that they have filed the return of their total land holding as per section 6(1) of the Urban Land (Ceiling & Regulation) Act, 1976 with the Competent Authority under the said Act, and have also submitted the scheme under section 21 of the said Act to the said Competent Authority thereby requesting the Competent Authority to permit the Developers to develop the property as per the Scheme.

AND WHEREAS the Developers herein have approached the Vendors with an intention to develop the said property from the Vendors and pursuant to the negotiations by and between the parties hereto and subject to the necessary approval being granted by the Competent Authority under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 which approval/sanction is agreed to be persuaded by the Developers at their own costs and expenses and also subject to the plan of the proposed development being sanctioned by the Municipal Corporation of …………………, which responsibility is agreed to be shouldered by the Developers herein as a result of which hereof the Vendors are desirous of appointing the Developers as developers of the said property more particularly described in the Schedule hereunder written for the consideration and upon the terms and conditions hereinafter appearing:

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

(1) The Vendors do hereby nominate, constitute and appoint the Developers to develop/purchase the said property at their own cost more particularly described in the First Schedule hereunder written by constructing building/s thereon as per the plans/specifications to be approved and/or sanctioned by the Bombay Municipal Corporation and the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976.

(2) In consideration of the Vendors having appointed the Developers as the Developers of the said property and the Vendors agreeing to allow the Developers to appropriate to themselves the entire profits arising from the development scheme as is hereinafter provided, the Developers agree to pay to the Vendors a sum of Rs. …………. (Rupees …………………… only) lump sum in the following manner:

(a) Rs. ………….. (Rupees ………………………. ) being the part consideration and/or earnest money paid by the Developers to the Vendors on or before the execution of these presents (the payment and receipt whereof the Vendors doth hereby admit, acknowledge, acquit, release and discharge the Developers forever). On execution of these presents the Vendors shall hand over vacant and peaceful possession of the said property to the Developers for the purpose of development.

(b) Rs…………… (Rupees …………….. only) being the further payment in the share of the development payable by the Developers to the Vendors on or before ……………… ; which failure to pay this amount on stipulated date will entitle Vendors to claim interest at ….. % p.a. from the date of default till payment.

(c) Rs ………….. (Rupees ………………………….. only) to be paid on or before the ………. day of ………………., 2000.

(d) Rs………….. (Rupees ………………………. only) to be paid by the Developers to the owner on or before the ……… of ………….., 2000.

(e) Rs………….. (Rupees ……………… only) on or before the ………. of ……………, 2000.

(f) Rs………….. (Rupees ………………….. only) on or before the ……… of

……………….., 2000.

(g) Rs . ………….. (Rupees …………………. only) on or before the ……….. of ………………., 2000.

The above stated payment shall entitle the Vendors an interest from the date of default till the payment on the stipulated rate of ….. % p.a. as stated hereinabove, on the balance of the purchase price in full and final settlement of the Vendor’s claim over the said land on completion of the sale and/or execution of the Conveyance Deed and if more than one Conveyance Deed are to be executed on execution of last conveyance and all other necessary writings in favour of the Developers, his/their nominee/s including a proposed co-operative housing society or a Body Corporate as is hereinafter provided. It is made clear that if the Developers fail to take conveyances in his/their favour or in favour of the said proposed co-operative housing society before the amount stated in this sub-clause is to be deposited by the Developers with the Vendors till the conveyances and all other necessary writings as stated hereinabove are completed and/or executed and the property in question is transferred to the name of the said proposed co-operative society, but if the Developers fail to deposit the said amount as stipulated herein, they shall be liable for penal interest at the rate of ….. % from the date of default as stated above.

Provided that if any FAR in addition to the existing available FAR becomes available in respect of the said property, the Developer shall pay an additional sum @ Rs. …………. per Sq. ft. to the Vendors on such additional FAR being sanctioned by the Municipal Corporation. The said payment will be made in 2 instalments on or before ……………… and ………………., 2000.

(3) Within seven days from the execution of these presents, the vendors shall deliver or cause to be delivered all the title deeds, property card, certified copy of the plans of City Survey, etc. in relation to the property hereby agreed to be developed to Builder’s Solicitors M/s. ………………………………. & Co. for the purpose of investigation of Vendor’s title to the said property.

(4) The present price of Rs. ………. is based on the area shown in …………………….. i.e. …………… sq. meters, which are to be ascertained by the parties hereto on joint survey and if the area is varied i.e. increased or decreased, the price will fluctuate – either increase or decrease at the rate of Rs . ………… per sq. meter.

(5) As per the present development plan, certain areas of the property hereby agreed to be developed is reserved for PG The Developers are not bound to pay for the said reservation, but in case they get the benefit of FAR and use the same for the purpose of development, they shall pay the Vendors at the above stated stipulated rate to the extent of benefit they have received from the said P.G. reservation.

(6) The Vendors declare that they have already filed the return as required under section 6 of the Urban Land (Ceiling & Regulation) Act, 1976. However, till date, they have not pursued the matter with the Competent Authority. The Vendors hereby authorise the Developers to obtain the N.O.C. under the Urban Land (Ceiling & Regulation) Act to the extent of a maximum share available and shall not object any share not being used for the purpose of development of the property hereby agreed to be developed. The Vendors further assure to extend maximum co-operation for obtaining N.O.C. and for giving declarations, affidavits, etc.

(7) Upon the payment of the said sum specified in clause 2(b) above, the Vendors shall hand over the vacant and peaceful possession of the said property to the Developers and Developers shall thereafter be authorised to commence construction of buildings on the said land in accordance with the plans approved and/or sanctioned by the ……………Municipal Corporation as well as under the Urban Land (Ceiling & Regulation) Act, 1976 and take such steps as may be necessary or expedient and incidental to carry out the development of the said land at their own costs, expenses. For the said purpose, the Developers shall be entitled to appoint Architects, Engineers, Surveyors, Contractors, Agents and other personnel and shall be entitled to take all such steps as may be necessary or incidental for such development and construction work at their own costs and expenses.

(8) It is agreed and undertaken by the Developers that they shall at their own costs and expenses persuade the matter regarding NOC with the Competent Authority under the Urban land (Ceiling & Regulation) Act, 1976 and obtain NOC from such authority. It is further agreed by the Developers that all the necessary permission and/or sanction required from the Competent Authority and/or State Government either for the purpose of development of the said property or for the transfer of the said property including the proposed structure thereon under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 shall be obtained by the Developers at their own costs and expenses and the Vendors shall not be liable for any such NOC, expenses relating thereto or delay in obtaining the same.

(9) Immediately on the execution of these presents, the Vendors herein shall execute a Power of Attorney in favour of the Developers or their Nominee(s) as may be desired by the Developers for the purpose of signing and/or executing all the applications, proceedings, plans, etc. to obtain necessary approval from the various authorities in connection with the development to be submitted by the Developers on behalf of the Vendors to the Competent Authority, Urban Land Ceiling, Municipal Corporation of …………………, Town Planning Authority or any other Government or Semi-Government authority in connection with the development so as to facilitate the development of the property hereby agreed to be developed by the Developers on behalf of the Vendors. The Vendors hereby agree that the said Power of Attorney shall not be, under any circumstances, revoked by the Vendors as long as these presents subsist and remain binding upon the parties hereto. If the said Power of Attorney is revoked by the Vendors and delay is caused in developing the property hereby agreed to be developed the consequences arising thereof shall be at the costs of the Vendors alone.

(10) It is agreed and undertaken by the Developers that they shall at their own costs and expenses persuade the matter with Town Planning Authorities, Municipal Corporation of …………………., …………………Electric Supply for the purpose of removing the reservation/restriction, if any and for the purpose of allotting the plots under ………. Scheme, etc. and under no circumstances, the Developers shall call upon the Vendors to pay the costs of such actions. The Developers agree and undertake that at any post and under any circumstances they will get the property released from reservation, if any, and get the said allotted under ………. Scheme. in favour of the Vendors. It is agreed by the Developers that whatever may be the final sanction under ………. Scheme they shall pay to the vendors as per the original plot area.

(11) The Vendors shall render all assistance, co-operation and sign and execute or cause to be signed and executed all applications, plans, authorities and other writings as may be necessary or required to enable the Developers for development of the said plot and to obtain approval of the ……….. Municipal Corporation and Planning Authority to the Plans, designs and drawings for putting up building and structures and shall on the execution thereon execute a Power of Attorney in favour of the Developers or their Nominee/s to enable them to develop the said property and the Developers shall indemnify and keep indemnified and harmless the Vendors and their estate and effects from and losses or damages or any consequences which may flow by virtue of their signing the said Power of Attorney.

(12) All buildings to be constructed on the lands comprised under this Agreement and the dwelling units thereon will be in accordance with the Scheme sanctioned by the Competent Authority or State Government under the provisions of Urban Land (Ceiling & Regulation) Act and will be dealt with in accordance with the directions, if any, given by the Competent Authority or State Government while sanctioning the said scheme. If the Developers desire any variations in the said scheme, so as to provide dwelling units of larger sizes in the building to be constructed on the said land and/or to receive higher price for such dwelling units the Developers, shall be at liberty to make necessary application for the purpose to the authorities concerned at their own costs and the Vendors shall join the Developers in the said applications provided however, if the authorities concerned refuse or decline to give ,any such applications, which may be made by the Developers, dwelling units on the said property will be constructed in accordance with the scheme which may be sanctioned by the Competent Authority or State Government under the said Act.

(13) The Developers shall not commence any work of development on the said property, unless the no objection and commencement certificate is issued by the State Government/Municipal Corporation in favour of the vendors.

(14) It is expressly agreed by the Developers that they shall at their own costs and expenses obtain permission/s from the Competent Authority for the purpose of development of the said property and/or for the purpose of implementing the construction scheme in respect of the entire property hereby agreed to be sold, so as to enable the Developers to construct the dwelling units as per the scheme sanctioned by the Competent Authority and to enable the Developers to consume the entire available F.S.I. and after being constructed to allot flats/shops/garages, etc. to the intending flat purchasers and ultimately to transfer the said property to a co-operative housing society and/or a company. It is also agreed and undertaken by the Developers that they shall apply for and obtain non-agricultural user from the Collector, in respect of the said piece or parcel of land.

(15) The Vendors shall make out a clear and marketable title to the said property, hereditaments and premises agreed to be developed and ultimately to be conveyed free from reasonable doubts and all encumbrances and shall at their own costs and expenses get in all outstanding estates and clear all defects in the title and all encumbrances and claims on or to the said property including all claims by way of sale, exchange, mortgage, gifts, trust, hereditaments, possession, except the possession of agricultural tenants, easement, lease, lien or otherwise.

(16) It is agreed and understood that the Vendors shall not in any way obstruct the development work to be carried out by the Developers and shall not do any act, matter or thing whereby the Developers will be prevented from carrying out the Development work envisaged under this Agreement.

(17) The Developers shall at their own cost make necessary arrangement for construction of the buildings on the said land in accordance with the scheme, which may be approved by the Competent Authority or State Government under the provisions of the said Act and the Developers shall execute an indemnity in favour of the vendors for the due performance of the terms of the said order.

(18) The Developers shall be at liberty to allot the dwelling units of flats in the said buildings to be constructed on the said property or to enter into any package deal agreement for allotment of completed building or buildings to be constructed on the said land with such party or parties and at such price ‘and on such terms and conditions as the Developers/Purchasers may deem fit and proper. All such allotments and arrangements shall, however, be made by the Developers at their own costs and expenses and at their own risk, the intention being that the Developers shall alone be liable and responsible to such party or parties, provided, however, that the price and the terms and conditions at or on which the said building or buildings or part thereof are to be allotted shall not in any manner be inconsistent with or in contravention of any law and conditions imposed in NOC under section 20 or 21 of the said Urban Land (Ceiling & Regulation) Act, as may be sanctioned by the Competent Authority or State Government. The Developers hereby indemnify and keep indemnified the Vendors in respect of any such claim that may be made or suffered by the Vendors and costs, charges and expenses on account of sale or allotment of flats or otherwise.

(19) The Developers shall be entitled to enter into usual Agreement for sale of flats/shops/ garages/office premises with various intending buyers, on what is known as ownership basis, on such terms and conditions and at such price as the Developers may think fit and proper: PROVIDED, however, the Developers shall not part with possession of the flats, shops, garages, units, etc. in the buildings that will be constructed by them in pursuance of this Agreement unless and until the entire amount payable to the Vendors as per these presents is paid by the Developers to the Vendors.

(20) All amounts payable by the allottees of the dwelling units and the buildings to be constructed on the said piece of land or from the allottees of completed building in case of package deals under any arrangements made by the Developers with such allottees shall be received and appropriated by the Developers.

(21) The entire development work in respect of the property shall be carried out by the Developers in accordance with the plans that may be approved by the Municipal Corporation of ……………. and other concerned authorities and while carrying out construction work, the Developers will strictly comply with the building rules and bye-laws of the Municipal Corporation of Greater Bombay, various instructions, orders and directives, that may from time to time be issued in regard to the construction work by the Bombay Corporation and other concerned authorities. The Developers shall carry out the entire construction work at their own account and risk and at their own responsibility and shall pay and discharge all the costs, charges and expenses in relation to the construction work including payment of salaries and wages to the personnel and workmen employed in construction work, bills of the suppliers of building materials, Municipal rates and taxes in respect of the said property and from the date the Developers being put in possession and allowed to enter upon the said property, fees of the architects and R.C.C. specialists and consultants and all other professionals charges and/or retained in regard to the construction work. The Developers hereby agree to indemnify and keep indemnified the Vendors of land from or against any claim that may be made against Vendors by any one and/or any damage the Vendors may suffer as a result of the Developers committing breach of any of the building bye- laws, rules, orders, directives, instructions that may be issued by the Municipal Corporation of ………………. and other concerned authorities in connection with the construction work as aforesaid and/or the Developers committing default in payment of the salaries, wages and fees including the payment for injuries or any compensations during the progress of work of various mentioned hereinabove as also in payment of the Bills of Suppliers of the building materials and in payment of the Municipal taxes or in any damages or loss that may be suffered or sustained by the Vendors as a result of the Developers carrying out the construction work and/or development on the said property.

(22) It is agreed that the developers shall carry out ail the work of development in their name/s or in the name of their nominees, shall not do or cause to be done any act, deed, matter or thing in the name of the Vendors. It is expressly understood that all the agreements, arrangements or writings which the Developers may enter into shall be in their own name and not in the name of the Vendors. It is also expressly understood that the Developers will be entitled to the benefit of rights of development under any order or permission which may be issued by the Government of …………… under section 20 and/or 21 of the Urban Land (Ceding & Regulation) Act, 1976.

(23) The Vendors hereby declare that:

(a) The said property is equivalent to freehold and is not held under any agreement;

(b) There are no outstanding encumbrances, mortgages, liens (notice for acquisitions, requisitions or set back) easements, rights of tenants or outstanding interest or claim by any parties other than the Vendors nor is the said property subject-matter of any pending suit or attachment either before or after judgement. No notification is issued under any Ordinance, Act, statute/rules or regulations affecting the said property;

(c) The Vendors further declare that neither the Vendors nor his/their predecessors-in-title nor any body claiming from/or under them or any of them have or have granted any right of way or easement or other rights to any person over the said property;

(d) The Vendors agree and undertake to obtain consent and confirmation from Smt. N and in case of her demise before the execution of the conveyance from the legal heirs of said Smt. N confirming the sale in favour of the Developers or their nominee/s including a co- operative housing society as the case may be.

(24) It is agreed that the Vendors and all other necessary parties shall execute the Deed of Conveyance and/or all other writings in favour of such person/s as the Developers may direct and in the event of Conveyance/s be given in favour of the Nominee/s of the Developers or a proposed co-operative housing society. The Developers shall also join as a Confirming Party to the said Conveyance.

(25) The Vendors will ensure that at the time when the Developers are allowed to enter upon the said piece of land described in the Schedule hereunder written, the said piece of land is absolutely vacant and nobody is in occupation of the same.

(26) The Vendors hereby agree and confirm that the Developers shall be entitled to transfer the benefit and burden of this Agreement subject to the terms and conditions mentioned herein either as a whole or in part to one or more parties and that the Vendors shall have no objection to the same and the terms and conditions of this agreement shall remain binding over such transferees.

(27) It is agreed that the Developers shall carry out the work of development in their own name and shall not cause or cause to be done any deed or matter or thing whereby the Vendors are put to loss and have to discharge any liability. It is expressly agreed that the agreement which the Developers may enter into with any person in connection with the development scheme or for sale of flats, etc. shall be entered into only in the name of the Developers on principal to principal basis and not as agents of the Vendors herein.

(28) The Developers agree to pay Municipal, betterment charges, T.P. charges, water charges, electricity charges, fines and penalties arising as a result of change in the user of the said land.

(29) The Vendors declare that the land, hereditaments and premises hereby agreed to be developed and conveyed are not subject to the easement or rights in the nature of easement.

(30) The Vendors hereby declare that no notice from Government or any other body or authority or under the ………………. Municipal Corporation Act or Land Acquisition Act or Town Planning Act, The Defence of India Act or under any other legislative enactments, Government Ordinances, Order or Notification (including any notice for acquisition or requisition of plots or any part thereof) has been received by or served upon them or any other person/s interested therein nor is the said plot or any part thereof included in any intended or publishes scheme of improvement of the Municipal, Government body or Public Body or authority save and except that the said plot is included in the development plans for …………. and portion of it is intended for reservation of playground.

(31) The Vendors hereby agree to pay and discharge all taxes and outgoings in respect of the said land prior to the sale on which the Developers are put in possession of the said land.

(32) The Vendors shall be entitled to receive the rent and profits and shall be liable to pay all outgoings, such as Municipal taxes, land revenue, etc. prior to the date the Developers are put in possession and the Developers shall from the date they are put in possession be entitled to receive the rents and profits and liable to pay all outgoings (including Municipal taxes, land revenue charges for consumption).

(33) The Vendors shall pay all outgoings including the ground rent, municipal and Collector’s bills and charges in respect of the said property hereby agreed to be developed and conveyed previous to the date of handing over of the possession to the Developers. The Developers agree and undertake to bear all the betterment charges in respect of the said property and all taxes, Municipal, Collector’s bills, etc. after the date of taking over of the possession.

(34) On the execution of these presents, the Vendors have authorised and allowed the Developers to put up the notice/signboards @herein indicating the proposed development scheme of the Developers )n the said property.

(35) From the date of the possession, the Developers shall be entitled to commence the construction of the new building at their own costs and responsibility and also enter into the agreement for sale of units/flats, etc., herein at their entire responsibility on what is known as ownership basis’.

(36) The Vendors hereby authorise the Developers to sign and execute applications, writings, undertakings for amalgamation, layout, sub-division, building plans and other assurances and submit the same D the Municipal and Public authorities and to obtain commencement certificate, etc. for obtaining N.A. and transfer Permission for the purpose of and for the development of the said property and also to appoint the Architect at Developers’ costs and expenses. It is also agreed that all the costs, charges and expenses to e incurred in pursuance of this clause save and except as provided otherwise in this Agreement shall be borne and paid by the Developers alone irrespective of the fact whether the transaction goes through or not.

(37) The Vendors declare that the property in question is ancestral property. However, there is no minor interested in the property and hence the question of obtaining the sanction from the competent Court relating to minor’s interest in the property does not arise.

(38) If the Development/sale be not completed due to any wilful default on the part of the Vendors, the Developers shall be entitled to specific performance of this Agreement.

(39) The Vendors shall immediately on execution of the Conveyance apply for and shall obtain his/their Income Tax Clearance Certificate under section 230A of the Income-tax Act, 1961 in respect of Deed of Conveyance of the said property and till that time the balance purchase price to the Vendors shall remain deposited with the Vendor’s Advocates as his stake-holders.

(40) The Developers are aware of the fact that at present there is no proper access to the property to be developed and the Developers have agreed to construct a road thereby facilitating an access to the properly hereby agreed to be developed at the Developers own costs and expenses and under no circumstances, the Developers shall cancel these presents on the ground of non-availability of access as it is agreed by the Developers that they shall bear the costs of the access, if necessary.

(41) On the execution of these presents, the Vendors authorise and allow the Developers to put up the notice/signboards therein indicating the proposed development scheme of the Developers on the said property. However, it is made clear by the Vendors to the Developers that to put up the signboards does not mean even by implication the handing over of the possession and mere putting of the signboards does not give any right to the Developers of possession and the Developers shall not have any interest whatsoever against the said property.

(42) This agreement shall not be treated as a partnership between the Vendors and the Developers.

(43) The Developers shall indemnify and keep indemnified the Vendors from and against all actions, claims, demands, proceedings, fines, penalties and all costs, expenses and damages incurred or suffered by the Vendors in the course of such development.

(44) Save and except as hereinbefore otherwise provided, all costs, charges and expenses of the Vendors and of the Developers and incidental to this Agreement and Conveyance and other writing or writings to be made in pursuance hereof including stamp duty, registration charges, plan, certified copies, correspondence and all the expenses shall be borne and paid by the Developers alone. The fines and penalties payable to the Collector or transfer of the property not incurred by reason of any delay in lodging the Deed of Conveyance by the Developers shall be paid by the Developers alone. The penalty payable to the Registrar of Assurances shall be paid by the party by whose default such penalty may have become leviable.

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

The Schedule above referred to

ALL THAT piece or parcel of land, ground, hereditaments and premises bearing No. ………… and admeasuring about ………. sq. meters, situated at …………………………………… and delineated on the Plan hereto annexed and thereon shown surrounded by a red colour boundary line and bounded as follows:-

On or towards the East

On or towards the West

On or towards the North

On or towards the South

Signed, sealed and delivered by the

within named Vendors

1. X

2. Y

3. Z

4. A

5. B

6. Smt. C

Signed, sealed and delivered by the

within named Confirming Party Smt. N

WITNESSES;

1.

2.

Received the day and year first hereinabove written of and from the within named Developers a sum of Rs. ………… (Rupees ………………. only) as and by way of earnest money to be paid by them to us by Cheque No . ……………….. dated ……………….. for Rs . ……………. drawn by the ……………………………..

We Say Received

1. X

2. Y

3. A

4. B

5. Smt. C

SIGNED, SEALED AND DELIVERED by the

within named Developers M/s. ……………

by the hands of Shri …………………..,

its partner.

**AGREEMENT FOR CARRIAGE OF GOODS**

This covenant is made this………….… day of ……….,……… 2018 Between

………………………….., a company registered under the Companies Act 1956 and with its registered office at …………… …………………………………………………………………………..(after it called the employer) of the one part

And

Ms. ……………………………………., a company registered under the Companies Act 1956 and doing transport business, inter alia, at ……………………………………….……….. (After it called the contractor) of the Other Part.

Whereas the employer manufactures and doing business in structural engineering and mechanical equipment of various kinds and sizes.

And whereas the contractor being a general Carrier owning various trucks lorries and trailers for transporting heavy materials by road from one place to other with all-India permit and/or Road Licence and spare capacity and asked the employer for transporting its goods at competitive rates for which the employer consented.

Now these presents witnesses along with parties consents as follows:

1. This agreement will legal for one year starting from 1st JULY 20..to 31st NOVEMBER 20..after which date, the covenant will its self stand determined by passage of time unless enlarged further with mutual agreement.

2. The contractor shall deposit with the employer an amount of Rs. …. as interest-free security deposit, which amount shall be reserved by the employer as security for duly performing this agreement on behalf of contractor. On any contravention of any terms of this agreement the Security Deposit shall become liable to be forfeited. The Security Deposit shall, if not forfeited, be liable meeting any damage, loss or avoidable expenditure caused to the employer by any act of the contractor.

3. Employer if notify to contractor for forfeiture Security Deposit either in full or in part, as indemnification regarding any loss or damage suffered by the employer. On receipt of such notice form employer, the contractor shall replenish Security Deposit which may always available to the employer during performance of contract.

4. The employer shall be free to sue or recover the amount of damages and losses with all costs and expenses which the employer may have suffered, incurred or put to as result of or is the contractor failing in due performance thereof. The employer shall also be free to reserve, set off and appropriate all and every sum, which may, at any time, fall due and owing to the employer by the contractor against the earnest money or any money be paid or due to Contractor.

5. This amount of Security Deposit will be refunded to the contractor without interest on ending of agreement having accommodated dues of the employer if any, against the contractor. If the agreement is renewed or enlarged by mutual agreement, the amount will not be refunded but retained as the Security Deposit against the renewed or enlarged agreement.

6. The contractor shall present one copy of Consignment Note priced Invoice to the Consignee of the goods by "TEN" days from the date of loading of Truck/Trailer at destination for the use of BIHAR Sales Tax Permit and Octroi Exemption Certificate. Failing to comply with above the employer or the Consignee will not be liable for payment of any staying or demurrage or any other charges spent on this account. The contractor shall not be paying any Octroi/Municipal Taxes on any score for carriage of any materials for and on behalf of the EMPLOYER without his express permission. If any amount is paid without employer's permission, conductor will only be liable.

7. The kind of work as performed by the contractor and the charges to be paid to him for the services to be rendered shall commonly be according to schedule given hereunder.

8. The contractor guarantees in supplying vehicles required daily, including on holidays. The Trucks will be placed at such point as instructed by employer from time to time. All the Trucks/Trailers shall be in fit properly for driving and shall be driven by experience driver properly qualified and shall be accompanied by at least one Cleaner, who will help and assist in loading and unloading of said Truck/Trailer and stacking if necessary. All expenditures spent for running the said Trucks/Trailers and the salary and wages of the drivers and cleaners shall be borne and paid for by the contractor.

9. The employer will intimating the contractor over phone or otherwise lifting programme of goods on following day. Contractor will place on specified date and time the number of Trucks/Trailers. If contractor does no supply the number of Trucks/Trailers required the employer will arrange number of Trucks/Trailers less supplied and any loss to the employer on this score will be debited to contractor's account and will be recovered from the contractor.

10. After loading on the starting point is completed, the CONTRACTOR will be required to sign the office copy of the challan/Materials/Packages loaded on the lorry in good conditions and order and of the weight stated in the Challan. The contractor shall also be delivered three copies of said Challan. After handing over Stores/Materials/Packages at the destination, the Contractor shall retain two copies of the Challan signed by Consignee and get affixed Rubber Stamp of the Consignee thereon and delivered one copy of the Challan to the Consignee. The contractor shall present one of such signed copies to the employer at once and second copy shall be attached to the Bill of the contractor to be presented.

11. The contractor shall be covering the Stores/Materials/Items/Packages carried by it as stated above with Tarpaulin and shall properly secure the same for evading damaged or lost en route.

12. If any Road Permit or other permit from Civil, Police or other authorities is compulsory for transporting the consignment, Contractor will be duty bound in arranging and getting the same from the concerned authorities. The employer, however, consents to give necessary help by issuing letters, recommendations etc. favouring the CONTRACTOR.

13. The contractor's Trucks/Trailers should reach destination within a reasoned time the contractor's agents attending the Employer or loading station should have Identity Cards with them and should assist the employer's officials in inspecting the Road Permit, Licence etc. when needed.

14. The contractor shall be liable in making good any loss or damage caused to the employer due to negligence, lacking proper care/caution on behalf on any employees or men of contractor or employees in the Truck/Trailer. The driver Truck/Trailer if hired by the contractor from market will also be considered as contractors man, as far as this clause is related.

15. The contractor shall be liable for protecting/safe custody of employer's stores, stocks and goods entrusted to it till such stock is handed over at the destination and shall also be liable for any loss or damage to employer's stock while as in transit, excepting accidental case. On occurrence of accident prior stock is delivered as causing or is likely to cause damage to the stocks transported or is considered in any way detrimental to the employer's interest, the contractor shall be held wholly liable in reporting the accident to the nearest Police Station and/or nearest Office of the employer by … hours of the actual happening,

16. Controversies relating non-delivery/short delivery and any other controversies concerning despatch of consignment from Employer's premises and notified to the Carrier by the employer shall be decided by four weeks from date of intimation to the contractor failing which the agreement shall be suspended/cancelled without prejudice to any liabilities that the contractor is subject to under the terms/conditions of the agreement.

17. The contractor shall take all liabilities and keep the employer wholly compensated against any cost, action suits, claim, charges damages, and expenditures emerging, if out of the work covered by this agreement.

18. The contractor shall be fully liable in complying with all Acts, Regulations, etc. concerning its workmen or vehicles and shall fully compensate the Employer against any responsibility or action by the Contractor's workmen and others. The contractor shall reimburse the Employer either from "Security Deposit" or pending Bills with employer to be paid.

19. The employer does not guarantee to contractor about the number of vehicles needed per day, month nor does the employer guarantee about the type or quantities of stores or materials that will be supplied to the contractor for transportation.

20. The employer retains the right in appointing more than one contractor for the same services. The employer also retains the right to amend/revise or modify the terms/conditions of the Contract or portion hereof or revoke it any time during the duration of the Contract, without giving any reason whatsoever.

21. The contractor will be submit its bills in triplicate along with receipted challans on completing such transactions or services done by him, to employer for making payment on verification by ………..… days from date of submission of the bills provided the bills are in order in all respects.

22. The contractor shall at the beginning point or site of work, keep and place on such site or point a duly authorised agent empowered for acting on its behalf, who will receive directions from the employer or its officers concerning the carriage of the Stores/Materials/Packages. If, however, the whole responsibility for the transport/safe delivery of Stores/Items/Materials/Packages shall be of contractor, who shall be fully liable for giving right and adequate instructions to the Drivers, Cleaners and other staff and for providing the spare parts, fuel with other accessories that may be needed for doing the work entrusted to it under this covenant. The contractor /his authorised agent shall attend the office of the employer whenever needed.

23. The contractor shall not transfer or sublet the Contract or any portion thereof in any way whatsoever without prior express permission from the employer.

24. Without prejudice to any other enactment, the contractor should keep the employer fully compensated against any action, claim or proceeding under enactment of any Act, regulations, Rules, notifications, bye-laws, order or direction as enforceable per law for anything committed or done by contractor in breach of such enactment or for the contravention or violation by it, during execution or completion of work under Contract. If due to such action proceeding or claim the employer is decided responsible to any penalty or paying any compensation such liability shall be considered to be the liability of the contractor and the contractor shall be wholly liable for all such penalties.

25. The contractor shall be paid Rs. ……..per day per vehicle as "staying Charges" if vehicle is held up either for loading or unloading for more than six working hours and an amount of Rs. ……..will be paid if the Vehicle required is not used but returned empty.

26. Each truck shall carry up to …... and Trailer ……. and pro rata rates will be paid for materials excess carried of these weights. Items weighing ……. as carried per standard size of the truck will be deemed as normal load. Other items in excess of height/width/length/weight will be deemed as over-dimensional and will be dealt with separately. Any item which can be transported by trailer with maximum height and width of 7'-0" with weight of 16 M.T. lengths up to ….'-0" will be deemed as normal trailer load. Other items exceeding in weight/length/width/height will be deemed as over-dimensional items and will be dealt with separately.

27. All controversies hall be subject to the jurisdiction of ………………………..

The Schedule

In witness whereof the parties herein have executed these presents on the day, month and year below written at the Employer's office in……….. ……………………………………..

DATE:

PLACE:

WITNESSESS:-

1. Ms…………….

2. Ms. ……………………………….