

ARTICLE 7

INDEMNITY

7. THAT the PURCHASER(S) shall abide by the terms and conditions of the Agreement and the applicable laws and should there be any contravention or non-compliance of any of the provisions of the Agreement, the PURCHASER(S) shall be liable for consequences in respect thereof, if any loss is occasioned due to the act or negligence of the PURCHASER(S), the PURCHASER(S) shall indemnify SIMOCO SYSTEMS for such an act which has occasioned the loss.

ARTICLE 8

GENERAL

8. a. **Force Majeure:**

THAT if the completion of the Flat(s) / Unit(s) is delayed for reasons of 'Force Majeure' which inter-alia include delay on account of non-availability of steel, cement or any other building material or water supply or electric power back-up or slow down strike or due to dispute with the construction agency employed by SIMOCO SYSTEMS, civil commotion or war or criminal action or earthquake or any act of God, delay in certain decision / clearances from the statutory bodies or any notice, order rule or notifications of Government or any other public or competent authority or any change in the policy of the Government / Statutory Bodies for any other reason beyond the control of SIMOCO SYSTEMS or any of the aforesaid events, SIMOCO SYSTEMS shall be entitled to a reasonable extension of time stipulated for delivery of possession of the Flat. SIMOCO SYSTEMS also reserves the right to enter / alter other terms and conditions of allotment in the event of any such contingency, as aforesaid, and if the circumstance is beyond the control of SIMOCO SYSTEMS, SIMOCO SYSTEMS may differ or suspend the project for such period as it may consider expedient and the PURCHASER(S) agrees that in such an event no compensation or damage of any nature whatsoever will be claimed by the PURCHASER(S) for such delay or suspension.

8. b. **Documentation for transfer:**

THAT the Deed(s) of Conveyance / Transfer of the Flat(s) shall be executed and registered in favour of the PURCHASER(S) after the Flat(s) have been constructed and the entire consideration together with all other dues and deposits, etc. has been received by SIMOCO SYSTEMS. The Deed(s) of Conveyance / Transfer will be drafted by Advocates (M/s. J.C. Ghosh & Co., Advocates, 265, B.B. Ganguly Street, Kolkata - 700012) of SIMOCO SYSTEMS and shall be in such form and contain such particulars as shall be approved by SIMOCO SYSTEMS. If the PURCHASER(S) do not get the Deed executed and registered within the date notified, the cost and consequences of the same, including taxes / penalties levied by any Authority will be to the



Scanned Seal
22.6.2015